

# Energy Fiji Limited



## **Tender Document**

Tender No. : MR 147/2022

Supply of Cummins KTA 50 Display Control  
Panel

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## **1.0 INVITATION FOR TENDERS**

Energy Fiji Limited is inviting bids for supply of Cummins KTA 50 display control Panel for diesel generator's located at various EFL power station. The supplier will be responsible for supplying genuine and reliable display panel ensuring the quantity requested is supplied in due time before the generator operation is affected.

Interested bidders may obtain Tender Document at the EFL website [www.efl.com.fj](http://www.efl.com.fj) or 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 company will invite a tenderer or tenderers for discussions, presentations and necessary clarification before awarding of the contract

The tender submissions close on the 29/06/22

## **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 supplying generator maintenance product, generator part and items
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request.
- 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 Visit 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 via email addressed to:

Jitendra Reddy  
Manager Procurement, Inventory and Supply Chain  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 360  
Email: [tenders@efl.com.fj](mailto:tenders@efl.com.fj)

2.7.2. EFL will respond to any request for clarification which 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) or Delivery at Place (DAP) basis the point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CIF & DAP 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. *(not applicable)*

## **2.11 Bid Currencies**

- 2.11.1. Prices shall be quoted in a single currency only.

## **2.12 Bid Validity**

- 2.12.1. Bids shall remain valid for a period of 60 days from the date of Deadline for Submission of Bids specified in Sub-Clause 2.15.

## **2.13 Format and Signing of Bids**

- 2.13.1. The bidder shall 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. Due to the Covid19 restrictions on movements, 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) 29/06/22.
- 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.

## **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. 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 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.

## **2.21 Preliminary Examination**

- 2.21.1. Energy Fiji Limited will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3. Energy Fiji Limited may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.21.4. Prior to the detailed evaluation, pursuant to Clause 21, Energy Fiji Limited will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender document without material deviation Energy Fiji Limited's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5. If a tender is not substantially responsive, it will be rejected by Energy Fiji Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.22 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 parts are quoted.



## **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. 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.
- 3.1.2. Relevant descriptive literature of the Goods showing conformity to technical specification shall be provided with the bid.
- 3.1.3. 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.
- 3.1.4. The contractor shall furnish all labour, equipment, transportation and services as necessary to complete supply included in this specifications.

#### **3.1.2 Delivery Location**

EFL Labasa Power Station

#### **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

<b>ENGINE</b>	<b>Cummins</b>
<b>Model #</b>	Cummins KTA50-G3
<b>Serial #</b>	503S0

### 3.4 Schedule of Requirements

Schedule	Description of materials
A	Supply of Cummins KTA 50 Display Control Panel

#### 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 Cummins KTA 50-G3 Display Control Panel referencing the engine serial number.
2. Delivery of item to EFL Labasa Power Station.
3. Ensure the supplied part are genuine parts.

## **5.0 PRICE SCHEDULE**

### **Supply of Cummins KTA 50 Display Control Panel**

<u>Items</u>	<u>Description</u>	<u>Part Number</u>	<u>Part Number (Atl)</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price (Currency: _____)</u>
1	Display Control Panel (HMI 320 Power Command)	300-6315-02		3		
<b>Total (VEP)</b>						
<b>Total Price (VIP)</b>						

- Price stated should be delivery price at VIP (*For Local Bidders*).

**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. And 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.
12. Site Visit mandatory.

### 5.1 Compliance Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 147/2022 : Supply of Cummins KTA 50 Display Control Panel bid complies with the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Details
<b>Commercial</b>			
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)			
<b>Technical</b>			
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 item			
Confirm Delivery of Item at EFL Labasa Power Station.			
<b>Scope of Works/ Supply</b>			
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)			
Price Schedule			

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

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

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

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

Full Company Business Name: \_\_\_\_\_

**(Attach copy of Registration Certificate)**

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

Postal Address: \_\_\_\_\_

Phone Contact: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Office Location: \_\_\_\_\_

TIN Number: \_\_\_\_\_

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

FNPF Employer Registration Number: \_\_\_\_\_

**(For Local Bidders only) (Mandatory)**

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

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

**Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders only)**

Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

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

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

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

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

## 6.0 TENDER FORM

To: Jitendra Reddy  
Manager Procurement & Inventories  
Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 3224 360  
Email: [tenders@efl.com.fj](mailto: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 \_\_\_\_\_ 202\_.

*[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>

**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 29<sup>th</sup> June, 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](mailto:tenders@efl.com.fj)

**The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act. Bidders are to clearly state the percentage of VAT that is applicable to the bid prices.**

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.**

**Any request for the extension of the closing date must be addressed to EFL in writing three (3) working days prior to the tender closing date.**

**Tender Submission via email or fax will not be accepted.**