



MR 40/2017

**PREFERRED SUPPLIER
FOR
DESIGN, MANUFACTURE, TESTING AND SUPPLY
OF POLEMOUNTED DISTRIBUTION
TRANSFORMERS**

ADDENDUM No. 1

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No	Description	
1	4.0 CONDITIONS of PARTICULAR APPLICATION Add the following after 28.5 Summary Relief: “Replace Annexure Part A with the following:	
	Item	
	1	Purchaser (Clause 1) Fiji Electricity Authority
	2	Purchaser’s Address 2 Marlow Street, Suva
	3	Supplier (clause 1) Supplier to provide
	4	Supplier’s Address Supplier to provide
	5	Stated purposes (clause 1 definition of acceptable) As stated in tender specifications and/or purchase order
	6	a) Jurisdiction (legislative requirements) Fiji
		b) Governing Law Laws of Fiji
	7	a) Currency (clause 1(g)) Supplier to state
		b) Place for payments (clause 1 (g)) Same as Item 2
		c) Place of Business of bank (clause 1(c)- definition of security)
	8	Term (clause 1) 3 years
	9	The Goods clause 1 As stated in tender specifications
	10	Minimum <i>purchase</i> order quantity subclause 2.2 (a)(i) 1
	11	Minimum reorder intervals subclause 2.2 (a)(i) Not applicable
	12	Maximum <i>purchase</i> order quantity subclause 2.2 (b)(ii) Supplier to state
	13	Minimum quantity to be ordered during term subclause 2.2 (a)(iii) Not applicable
	14	Maximum quantity to be ordered during term subclause 2.2 (b)(iii) Not applicable
	15	Supply lead time subclause 2.3(c) Supplier to provide

17	Supplier's security	Not Applicable
18	Purchaser's security	Not Applicable
19	Purchaser – Supplied documents (subclause 6.2)	As stated in tender specifications
20	Supplier- supplied documents (subclause 6.3)	As stated in tender specifications
21	Time for Purchaser's direction about documents (sub clause 6.3 (b))	14 days
22	Legislative requirements, those expected (subclause 10.1)	Not applicable
23	Reference date (subclause 10.2 (b))	Date of closing of Tender
24	Time by which the insurance cover of goods is to be effected (subclause 13.1)	Time at which order is placed
25	Public and product liability insurance (subclause 13.2)	Supplier to provide
26	Qualifying causes of delay, causes of delay for which EOTs will not be granted	Not Applicable
27	Liquidated damages, rate (subclause 17.5)	0.5% per day upto 10% of the purchase order value
28	Delay Damages	As assessed by FEA
29	Date for completion of acceptance testing (subclause 18.1 and 21.1)	As stated in tender specification
30	Party responsible for unloading the <i>goods</i> (subclause 19.1)	Supplier
31	a) When risk in the <i>goods</i> passes (subclause 20.1)	At time of acceptance by Purchaser.
	b) Time at which ownership of the <i>goods</i> passes to the Purchaser (subclause 20.2)	Upon payment of the purchase order value
32	Period for <i>Purchaser's</i> notice that <i>goods</i> are rejected (subclause 21.1)	14 calendar days
33	Period for <i>Purchaser's</i> notice accepting or rejecting <i>Supplier's</i> proposal (subclause 21.4)	14 calendar days
34	Defects liability period (clause 22)	24 months
35	Invoice (subclause 24.1) Time for Invoice	Within 30 days of delivery
36	Interest rate on overdue payments (subclause 24.3)	Nil.
37	Supplier's default (subclause 25.2 (c))	28 days

	38	Arbitration (subclause 28.3)	
		a) Person to nominate an arbitrator	President of Fiji Institute of Engineers
		b) Rules for arbitration	Laws of Fiji
	39	The Supplier's liability is limited as follows (clause 29)	Purchase order value
	40	The Purchaser's liability is limited as follows (clause 29)	Purchase order value
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