

## SECTION 1

### MARITIME SAFETY AUTHORITY OF FIJI [MSAF] TENDERS GENERAL TERMS AND CONDITIONS

1. The MSAF tender conditions, the company particulars required and the specification requirements attached will apply to this tender.
2. Tenderer/s responding to this tender must be of good repute and should be in a position to provide MSAF with quality transactional services. A **brief history** of the **company's background shall be submitted**. Tenderer/s should also **clearly state the locations** and **contact details** of the **head office** and **branches throughout the country** (local companies only) together with the brief history.
3. **Local tenders** are to quote their price on **Duty Paid VAT inclusive**, as stipulated in the Terms of Reference.
4. MSAF may use its own discretion to purchase commodities either on duty paid or duty free basis.
5. Where prescribed forms are provided, these must be completed with relevant information and furnished with other tender documents accordingly, as part of the tender requirements.
6. Tenderer/s to note that by tendering the bidder is taken to have authorized MSAF to inspect their warehouse, farm, office, or other premises and access any information (including financial) it may so require.
7. (a) Tenderer/s must quote price separately for each item and not on whole lot basis.  
  
(b) **Price should be valid for a period of 90 days** from the **closing date of tender**. Any counter validity of less than 90 days is likely to render the bids invalid.
8. In the event that a tenderer seeks to put in a bid in conjunction with another person, evidence of the business relationship in the form of a partnership agreement, joint venture agreement or supply contracts or like documentation would be necessary to demonstrate the ability to fulfill the tender to the satisfaction of the MSAF Tender Board.
9. Right is reserved to make award to the tenderer whose tender is considered most advantageous to MSAF.
10. Right is reserved to split the award amongst tenderers to cater for order on the basis of specified areas or instructions or to make a collective award to a single supplier.
11. Right is reserved to terminate the services from the successful tenderer in the event of undue delay in delivery of unsatisfactory performances.
12. MSAF reserves the right to nominate or to appoint a shipping line or forwarding agent for the purpose of arranging the shipment of goods, from the country of shipment.

13. Right is reserved to return the goods if wrongly supplied at the suppliers own expenses.
14. Right is reserved to terminate the services from the successful tenderer in the event of undue delay in delivery or unsatisfactory supplier performances.
15. Bidders are required to disclose the rate of exchange used for the conversion into local currency.
16. For purpose of comparison, MSAF may use the exchange rate applicable on the date of opening of tenders.
17. In the event that delivery cannot be met, the Indent (subject to funds being made available by end-users) should be cancelled or the purchase order returned. It should be noted that payment from funds available in the current year cannot be carried forward to the following year.
18. The successful tenderer shall upon request by MSAF or his representative produce all documents supporting their pricing of the commodities under the tender.
19. The payment for the supplies will be made upon satisfactory execution of the order in compliance with the tendered prices, delivery time and full supply of quantity ordered.
20. Qualification to bid will be carried out during the tender evaluation process and only Companies that comply with the Specifications will be considered.
21. Tenderers to submit their bids on their **official letter head, clearly written or typed, signed with all relevant contact details clearly specified**. Tender will be regarded as invalid if there is any alteration and use of white ink.
22. **Tenderer/s must clearly specify: -**
  - a) **currency used**
  - b) **back up services**
  - c) **other benefits**
  - d) **delivery time**
  - e) **mode of payment**
  - f) **warranty period**
  - g) **country of origin**
23. The contract price after the award should be valid for the period of the tender and no price increase would be entertained.
24. **Product samples** and **brochures** and **technical literatures** pertaining the items shall be submitted together with the tender or to demonstrate as necessary whenever requested to do so.
25. Bidders are required to specify precisely the warranty period for the items under tender (if applicable).

26. The successful contractor **may** enter into a contract with MSAF with performance bond to be paid as surety of which the sum will be determined after the award.
27. In the event of delays in the delivery of items, liquidated damages at the rate as per tender documents.
28. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified. Bidders can however provide unlimited options.
29. Mark the envelope clearly as **“Tender 03/2021 - Supply of six VHF-AIS Base Stations for MSAF regional outposts”**.
30. Sealed tender/s should be placed in the Tender Box provided at the Maritime Safety Authority of Fiji, Level 4, Kadavu House, 414 Victoria Parade, Suva, Fiji.
31. All written offer/s in respect of this tender should reach the Tender Box at the stipulated time and date.
32. All information submitted will be kept strictly confidential and will be used only for the purposes of the tender award.
33. The **use of facsimile is not valid** for tendering purpose.
34. **Late tender/s will NOT** be considered.
35. Any price increase after the closure of the tender will not be considered.
36. Any tender not complying with these conditions may be rejected.
37. All conditions listed herein shall form part of the contract whenever a contract arrangement is drawn up between the successful tenderer and MSAF.
38. The lowest or any tender may **not** necessarily be accepted.
39. Tenderer/s failing to comply with the above Terms and Conditions, Special tender Conditions and requirements of the tender may render their offers invalid.