



Maritime Safety Authority of Fiji

REQUEST FOR TENDER

**SUPPLY OF CISCO ISR ROUTERS & CISCO CATALYST
SWITCHES**

Version 1.0

Dated: 07 FEBRUARY, 2022.

Change History

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2.0	28 th October 2021.	First Revision.

Document Approval

This document has been reviewed and authorized by the following personnel.

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Proposals for Tender

The following are excerpts and addendums from the tender advertisement by MSAF as it originally appeared in the local media and should be used as the basis to submit your proposals:

MARITIME SAFETY AUTHORITY OF FIJI NOTICE

“Tender No. 1/2022 – “Supply of Cisco ISR Routers & Cisco Catalyst Switches”

Project Overview

1. The Maritime Safety Authority of Fiji [MSAF] invites proposals from interested Vendors to provide submissions for the following:

- 1.1 Cisco 1101-4P ISR Routers**
- 1.2 Cisco ISR 4451-X/K9 Routers**
- 1.3 Cisco Catalyst C9200-24T-P Switches**
- 1.4 Cisco Catalyst C9200-48P-E Switches**

2. Vendors responding to this tender must be of good repute and should be in a position to provide MSAF with quality servers and peripherals. Company profiles along with proven sales record with this product should be reflected in the proposal.

3. Hard copies of all tender documents together with terms & conditions are available from the undersigned at the following address:

Tender Evaluation Committee
Maritime Safety Authority of Fiji
Level 4, Kadavu House
414 Victoria Parade
PO Box 326
Suva.

Documents can be downloaded from website www.msaf.com.fj

- 4. Late tenders will not be considered.
- 5. The lowest or any tender may not necessarily be accepted.

Further clarifications and questions should be directed to:-

Tender Evaluation Committee,
Level 4 Kadavu House,
414 Victoria Parade,
Suva.
Email adeo@msaf.com.fj

Overall Project Description

1.0 PROJECT BACKGROUND

1.1 The Maritime Safety Authority of Fiji (MSAF) is a Commercial Statutory Authority promulgated under the MSAF Act 2009. MSAF is responsible for regulating, facilitating and promoting maritime safety, security and the protection of the marine environment.

1.2 MSAF invites sealed tenders from reputable Vendors for the:

- Cisco 1101-4P ISR Routers
- Cisco ISR 4451-X/K9 Routers
- Cisco Catalyst C9200-24T-P Switches
- Cisco Catalyst C9200-48P-E Switches

2.0 REGISTRATION

2.1 It is recommended that interested Vendors register their interest by responding to this tender by sending an email to adeo@msaf.com.fj with the contact details of two (2) representatives that will be used as the main contacts.

2.2 Registration will allow MSAF to provide updates on the documentation, progress of the RFT, and revision.

3.0 GENERAL REQUIREMENTS

3.1 Cisco ISR Routers & Cisco Catalyst Switches Specifications

3.1.1 Proposals must include but not limited to server and storage specifications below:

CISCO 1101-4P ISR SPECIFICATIONS	
Description	ISR 1101 4 Ports GE Ethernet WAN Router
PHYSICAL PROPERTIES	
Dimensions (H x W x D)	1.1 x 7.5 x 6.0 inches (27.9 x 190.5 x 152.4 mm)
Weight	.86kg (860 grams)
AC Power Input Voltage	Universal 100 to 240 VAC
Frequency	50 - 60 Hz
Max Output Power	30W (Default)
Console Port	Micro USB console (USB 3.0) / RJ45 Port
WAN GE	1
LAN GE	4
Default & Max DRAM	4GB
Default & Max Flash	4GB

CISCO ISR 4451-X/K9	
Aggregate Throughput	1Gbps to 2Gbps
Total Onboard WAN/LAN Ports	4
RJ 45 Ports	4
SFP Based Ports	4
Enhanced Service Module (SM-X) Slot	2
Network interface Modules	3
Onboard ISC Slot	1
DDRM (Data Plane)	2GB
DDRM (Control / Services Plane)	8GB
Flash Memory	8GB
Rack Height	2RU
Dimensions	88.9 x 438.15 x 469.9 mm

CISCO C9200-24T-P	
Downlinks Total GE & PoE+ Ports	24 Ports
Fans	FRU Redundant
Software	Network Essentials
DRAM	4GB
Flash	4GB
Switching Capacity	128 Gbps
Forwarding Rate	190.4 Mpps
Chassis Dimensions	1.73 x 17.5 x 13.8 in 4.4 x 44.5 x 35 cm

CISCO C9200-48P-E	
Downlinks Total GE & PoE+ Ports	48 Port Full PoE
Fans	FRU Redundant
Software	Network Essentials
DRAM	4GB
Flash	4GB
Switching Capacity	176 Gbps
Forwarding Rate	261.9 Mpps
Chassis Dimensions	1.73 x 17.5 x 13.8 in 4.4 x 44.5 x 35 cm

3.2 Costings

3.2.1 A complete breakdown of all costs including VAT, licenses and all related costs is to be submitted.

3.2.2 Interested Vendors are advised to provide costing in Fiji dollars.

3.3 Additional Information

3.3.1 The Tenderer must provide proof of previous and recent similar supply to Government and/or other corporate bodies.

3.3.2 All interested vendors are to specify the estimated time of arrival of all hardware into the country.

3.3.3 The Tenderer MUST provide a written report of all warranty details as part of their deliverables.

3.3.4 All warranty must be clearly defined in the submission

3.3.5 Vendors are encouraged to propose servers, storage and software they deem to be more advanced or of a higher quality than the one sought in this RFT. These must however be presented separately as alternative(s) to the proposal for the requirements specified above.

3.3.6 The level of post-implementation support including hours of support (24/7 follow the sun, Fiji operating hours, presence in Fiji, costs if any and within maintenance agreement or per incident);

3.3.7 Bidding companies are advised that Fiji Government regulations only allow requisition payments in the year of allocation.

4.0 GENERAL TERMS & CONDITIONS –

The following general terms and conditions will apply:

4.1 Submission of Tenders

4.1.1 Tenders must be lodged no later than:

Monday 08 March, 2022 at 3:00pm.

4.2 All Tenders submitted must:

4.2.1 Be enclosed in a sealed envelope or package and be clearly marked as follows:

IN CONFIDENCE

Tender No. 1/2022 – “Supply of CISCO ISR Routers & CISCO Catalyst Switches”

**Tender Evaluation Committee
Maritime Safety Authority of Fiji
Level 4, Kadavu House
414 Victoria Parade
PO Box 326
Suva.**

- 4.2.2 Or be deposited in the box marked “Tenders” at **Level 4, Kadavu House, 414 Victoria Parade, Suva.**
- 4.2.3 Consist of five (5) hard copies - the original Tender document marked “**Original**” plus **four (4)** additional copies of the Tender each marked with an identifying copy number. The original version will prevail if there are any inconsistencies between the original and any copies.
- 4.2.4 Clearly mark all copies of supporting materials with the RFT number, copy number and attach each to the relevant Tender documents copy.
- 4.3 The Tender submission must be in English.
- 4.4 Should the Tenderer become aware of any discrepancy, error or omission in the Tender document submitted, and the Tenderer wishes to lodge a correction or provide additional information that material must be in writing and lodged prior to the Tender closing time.

5.0 Format of Tender Response

5.1 Letter of Transmittal

5.1.1 Each Tenderer **MUST** provide a formal letter of transmittal that should:

- 5.1.1.1 Be **signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization;**
- 5.1.1.2 Include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations on the Project, including their expected roles in negotiations and in performance of any resulting Agreement; and
- 5.1.1.3 Provide a contact name, address, facsimile number and email address which MSAF will use in serving notices to the Tenderer.

5.1.2 **Tenders submitted without a signed letter of transmittal will be excluded from further consideration after the initial tender responsiveness analysis.**

5.2 Executive Summary

The Tender response should contain an executive summary providing an overview of the servers, storage, software peripherals and the total cost of the proposal.

5.3 Omission of Response

The Tender response must address each clause of this RFT specifically in order to submit a compliant Tender. The Tenderer must not omit a response to any request or requirement unless directed to do so in the RFT.

5.4 State of Compliance Declaration

5.4.1 Each Tenderer must indicate its State of Compliance or otherwise with each clause of this RFT. Responses are to be in the order in which the clauses appear and refer to the relevant clause number, Annex or Attachment.

5.4.2 Non-committal terms such as "noted" must not be used. Responses are to be limited, wherever possible, to the following expressions:

5.4.2.1 "Complies" means:

5.4.2.1.1 In the case of a clause which imposes a contractual condition, that the condition is agreed to;

5.4.2.1.2 in the case of a clause which specifies a characteristic or performance to be met by the services provided, that the Tender is to provide the requirement as specified;

5.4.2.1.3 In the case of a clause which is of an informative nature only, that the clause has been read, understood and is agreed; or

5.4.2.1.4 in the case of a clause where information has been requested, that the information has been provided in the required level of detail and in the required format;

5.4.2.2 "Does not comply" means that the contractual condition, characteristic or performance requirement of the clause cannot or will not be met by the Tenderer; and

5.4.2.3 "Exceeds requirement" means the services offered exceed the specified requirements. Full details of the extent of the variation from the specified requirement are to be stated.

5.5 Non Compliance Clause List

5.5.1 Where a Tender does not comply with a particular clause, the extent of non-compliance is to be stated in the Statement of Compliance section of its proposal.

5.5.2 The Tenderer is to provide separately a summary list of clauses in respect of which there is non-compliance.

6.0 Late Tenders

Any Tender lodged AFTER the closing time will be **deemed to be late and unacceptable**.

7.0 Unconditional Offers

7.1 Tenderers are required to:

7.1.1 Make their best unconditional offers on submission of their Tender; and

7.1.2 Obtain any necessary statutory approvals, consents or authorizations to enable them to execute the Agreement and any related documents on an unconditional basis.

8.0 Amendment of RFT

MSAF may, at its sole and absolute discretion, vary, add to, or amend the terms of this RFT, including the nature and/or scope of the services required under this RFT and any other subject matter to

which this RFT relates.

9.0 Termination of RFT

MSAF may, at its sole and absolute discretion, suspend, terminate or abandon part or the whole of this RFT, at any time prior to the execution of a formal written agreement acceptable to the parties involved, by an authorized officer of MSAF and by the Successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

10.0 Accuracy of Information

10.1 The information contained in this RFT and the information upon which it was based has not been independently verified or audited.

10.2 MSAF, its officers, employees, advisers and agents make **no express or implied representation or warranty that:**

10.2.1 the information in this RFT, or any information provided to Tenderers during any other phase of the tendering process, is or will be accurate, current or complete; or

10.2.2 Any estimate or forecast will be achieved, or that any statement as to future matters will necessarily be correct.

10.3 If a Tenderer finds any error, discrepancy, ambiguity, inconsistency, omission or other error in this RFT or any other information given by MSAF, the Tenderer must promptly notify MSAF in writing.

10.4 Tender responses which contain alterations or erasures, or Tenders which are illegible at the time of lodgment, may, at the sole and absolute discretion of MSAF, be excluded from further consideration.

11.0 Tenderers to Inform Themselves

11.1 Each Tenderer should:

11.1.1 Examine this RFT, and documents referred to in the RFT and any other information made available by MSAF to Tenderers;

11.1.2 Obtain any further information about the facts, risks and other circumstances relevant to its Tender by making all lawful inquiries; and

11.1.3 Satisfy itself that its Tender, and all information on which its Tender is based, is true, accurate and complete.

11.2 By submitting their Tenders, Tenderers will be deemed to have:

11.2.1 examined the RFT and any other information made available in writing by the MSAF to Tenderers for the purpose of tendering;

11.2.2 examined all information relevant to the risks, contingencies, and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable

- inquiries; and
- 11.2.3 satisfied themselves as to the correctness and sufficiency of their Tenders and that their prices cover the cost of complying with the RFT requirements and of all matters and things necessary for the due and proper performance and completion of the work described in the RFT.

12.0 Questions about this RFT

Questions pertinent to an understanding or clarification of this RFT must be in writing and addressed to:

**Tender Evaluation Committee
Maritime Safety Authority of Fiji
Level 4, Kadavu House
PO Box 326
Suva;**

Or Emailed to: adeo@msaf.com.fj

13.0 No Reliance by Tenderers on Representations

- 13.1 The Tenderer must not rely on any oral or written representation, statement or arrangement, or any other conduct, as changing the conditions of this RFT, except for any change of which MSAF notifies a Tenderer in writing and specifies the change to the RFT.

- 13.2 MSAF, its officers, employees, advisers and agents:

- 13.2.1 Expressly disclaim any and all liability arising from information (including without limitation, errors or omissions) contained in this RFT;
- 13.2.2 Accept no responsibility arising in any way from errors in, or omissions from, this RFT, or in negligence (except so far as liability under any statute cannot be excluded);
- 13.2.3 Accept no liability for any loss or damage suffered by any person as a result of that person or any other person placing any reliance on the contents of this RFT or other information provided by or on behalf of the entity; and
- 13.2.4 Assume no duty of disclosure or fiduciary duty to any interested party.

14.0 Tenderer's Risk

- 14.1 A Tenderer's participation in any stage of the Tender process is at the Tenderer's sole risk, cost and expense, in particular, all costs incurred by or on behalf of the Tenderers in relation to this RFT, including preparing and lodging the Tender and providing MSAF with any further information are wholly the responsibility of the Tenderer.
- 14.2 MSAF accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with any Tender or any participation in the Tender process.

15.0 Other Statutory Rights

15.1 MSAF has no obligation:

15.1.1 To consider and/or accept the lowest priced Tender or any Tender regardless of its compliance or non-compliance with the RFT; or

15.1.2 As to the manner, timing or the basis of the consideration of a Tender.

15.2 MSAF may consider and/or accept any Tender regardless of its compliance or non-compliance with the RFT.

15.3 MSAF reserve, at its sole and absolute discretion, the right to:

15.3.1 Negotiate with one or more Tenderers;

15.3.2 Call for new Tenders;

15.3.3 Alter, amend or vary the terms of the draft Agreement at any time including, without limitation, during negotiations; and/or

15.3.4 Enter into a number of separate Agreements with different Tenderers or other parties for the supply of individual services required under this RFT.

16.0 No Legal Obligation

No legal obligation or agreement whatsoever is intended to be or is created between MSAF and the Tenderers, or any one of them, by virtue of the Tender process (including but not limited to statements contained in this RFT) unless and until Agreement negotiations are completed and a formal written Agreement (or Agreements) acceptable to MSAF is entered into and executed by an authorized officer of MSAF and the Successful Tenderer/s.

17.0 Supporting Material

17.1 Supporting material is material additional to the Tender which elaborates on or clarifies the Tender but does not alter it in any material respect. Supporting material which effectively alters the Tender in any material respect will not be accepted. Supporting material which does not effectively alter the Tender in any material respect may be provided at the initiative of the Tenderer or at the request of MSAF.

17.2 Supporting material must be dispatched on or before the closing date unless specifically requested by the MSAF subsequent to that date. The Maritime Safety Authority of Fiji will disregard any unsolicited supporting material dispatched after this date. Packages containing supporting material must be clearly labeled “ **Supply of CISCO ISR Routers and Cisco Catalyst Switches – RFT No. 1/2022**”. The intention to submit information in this manner must be clearly stated in the Tender.

18.0 Clarification and Variation of Tenders

- 18.1 MSAF may, at their absolute discretion seek clarification or request further information from Tenderers after the closing date for the submission of Tenders, as part of the Tender process as specified in clause 20.1.
- 18.2 Each Tenderer must nominate a person to provide additional information or answer specific questions that may arise during the selection process as required by MSAF.
- 18.3 Tenderers whose Tenders have been short listed may be required, to engage in formal discussions with MSAF, facilitate site visits at their own cost or make presentations to MSAF on their Tenders. In such an event the MSAF will make the necessary arrangements with Tenderers.

19.0 Ownership of Documents

- 19.1 This RFT is the property of MSAF. The Tenderer will return the RFT to the MSAF on request.
- 19.2 Copyright in this RFT is owned by the MSAF. All rights are reserved. No part of this RFT may be reproduced or adapted in any form by any means without the written permission of MSAF.
- 19.3 Without affecting any intellectual property rights which may exist in a Tender, all Tender documents become the property of MSAF on their submission and MSAF may copy or use them as it sees fit including for any purpose necessary or ancillary to the RFT process or the Agreement, its performance or administration.

20.0 Selection of the Preferred Tender

20.1 Preferred Tender Selection

- 20.1.1 Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by MSAF as the Preferred Tender/s.
- 20.1.2 The MSAF Tender Evaluation Committee may decide not to accept any Tender or reject all Tenders at any time. MSAF reserves the right to cancel this RFT and pursue an alternative course of action at any time.
- 20.1.3 A Tenderer will not be deemed to have been selected as one of the Preferred Tenderer/s unless and until notice in writing for and on behalf of MSAF of such selection is:
 - 20.1.3.1 Handed to the Tenderer; or
 - 20.1.3.2 Is sent by prepaid post to or is left at the address stated in the Tender for service of notices; or
 - 20.1.3.3 Sent by facsimile to the number provided by the Tenderer, followed by an original by post.
- 20.1.4 Selection of Preferred Tenderer/s will not represent acceptance of the Tender(s) and no binding relationship will exist between the Preferred Tenderer(s) and MSAF until a written

agreement is executed on behalf of MSAF by an authorized officer of MSAF and the Successful Tenderer(s).

20.2 Evaluation Criteria

20.2.1 The intention of MSAF is to acquire sustainable and cost effective servers. Responses to this RFT will be evaluated on the following criteria:

20.2.1.1 Responsiveness, quality and clarity of proposal in conformance with ALL the terms and conditions required by this RFT.

20.2.1.2 Cost and quality of servers.

20.2.1.3 Delivery time(s).

20.2.1.4 Supplier's experience in the local market.

20.2.1.5 Ability to provide local support as per warranty conditions.

20.2.1.6 Provide all documentation as required under **Annexure 1**

21.0 Security, Privacy and Confidentiality

21.1 A Tenderer, and its officers, employees, agents and advisers, must comply with any security clearance checks and procedures required by MSAF.

21.2 Each Tenderer must ensure that its officers, employees, agents, subcontractors or advisers involved in the Tender process do not either directly or indirectly record, divulge or communicate to any person any information concerning the affairs of MSAF, including any information relating to this Tender process.

21.3 Tenderers and their officers, employees, agents, subcontractors and advisers must not take steps to obtain, or use, confidential information of MSAF other than information which is publicly available or made available by MSAF to the Tenderers during the Tender process.

21.4 During the RFT process no employee, agent or representative of any Tenderer will make available or discuss its Tender response with the press, any elected or appointed official or officer of MSAF or any employee, agent or representative of MSAF unless specifically authorized to do so in writing by the Chief Executive Officer, MSAF. If this provision is breached, the Chief Executive Officer, MSAF may exclude that Tenderer from this Tender process.

21.5 By submitting a Tender, the Tenderer acknowledges and consents to MSAF (including the relevant Ministers) disclosing any information provided by the Tenderer, whether confidential or not, if:

21.5.1 That disclosure is required by law;

21.5.2 That disclosure is required to meet reporting or accountability requirements, including, without limitation, the requirements of:

21.5.2.1 The Auditor General's Office or any other auditor;

21.5.2.2 Notification of state contracts in the Fiji Government Gazette;

21.5.2.3 The Fijian Government and its Committees;

21.5.2.4 Ministry of Justice Annual Reports; and
21.5.2.5 The PS Finance and National Planning;

21.5.3 The information is, or becomes, public knowledge, other than by breach of confidentiality by MSAF or other unlawful means by either Entity;

21.5.4 The disclosure is to MSAF's consultants, advisers or agents and, if the information is confidential, those persons are under an obligation of confidentiality; or

21.5.5 The disclosure:

21.5.5.1 Has been consented to by the Tenderer; or

21.5.5.2 is reasonably necessary to enable MSAF to exercise its rights or perform its obligations under this RFT or the Agreement.

22.0 Probity

22.1 Conduct of Tenderers

22.1.1 Conduct of Tenderers or any of their consortium members, may affect the outcome of their Tender responses, including non-consideration of the Tender.

22.1.2 Tenderers warrant to MSAF that they (and their consortium members) have not and will not engage in any of the following activities in relation to this RFT Process:

22.1.2.1 lobbying of or discussions with any politician or political groups during this RFT process;

22.1.2.2 Discussions with other relevant government bodies on this RFT process;

22.1.2.3 Attempts to contact or discuss the RFT process with officers, any member or staff or contractor currently working in MSAF or any agent of this statutory body;

22.1.2.4 Provision of gifts or future promise of gifts of any sort to the previously mentioned personnel;

22.1.2.5 Accepting or providing secret commissions;

22.1.2.6 Submitting an inflated Tender to the advantage of another Tenderer;

22.1.2.7 Entering into any improper commercial arrangement with any other party;

22.1.2.8 Seeking to influence any decisions of MSAF by an improper means; or otherwise acting in bad faith, fraudulently or improperly.

22.2 Unlawful Inducements and Collusive Tendering

Tenderer and its officers, employees, agents and advisers must not:

22.4.20 Offer unlawful inducements in connection with the Tender process; or

22.4.21 Engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgment of Tenders.

22.3 Improper Assistance from MSAF Staff

MSAF policy is to exclude from further consideration Tenders which have been compiled with improper assistance of employees of MSAF, ex-employees of MSAF, and/or contractors or ex-contractors of MSAF or that have been compiled utilizing information unlawfully obtained from MSAF.

22.4 Conflict of Interest

22.8.20 The Tenderer must warrant that to the best of its knowledge at the date of submitting its Tender no conflict of interest exists or is likely to arise in relation to this Tender during the Tender selection period by itself, its officers, employees, agents or any subcontractors.

22.8.21 If during the course of the Tender selection process a conflict or risk of conflict, of interest arises, the Tenderer undertakes to notify MSAF immediately in writing of that conflict or risk of conflict.

22.5 Contact with Tenderers

During the Tender process, neither MSAF nor its representatives are required to answer questions or otherwise discuss the contents of this RFT with potential Tenderers or their representatives, except in accordance with this RFT. Tenderers must not attempt to make any contact of that nature. Any unauthorized contact may disqualify the Tenderer from further consideration.

22.6 Freedom of Information

Tenderers should be aware that the **Information Act 2018** gives to members of the public, rights of access to official documents of MSAF. The Act extends, as far as possible, the right of the Fijian community to access information in documentary form in the possession of MSAF, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

22.7 Auditing Access

The preferred Tenderer agrees to promptly give the Auditor General or other auditor appointed by MSAF, the assistance they reasonably require in conducting any audits, including full access at all reasonable times and on reasonable notice to all personnel, premises and documentation in relation to this RFT.

22.8 Non-Exclusive Rights

22.8.1 Nothing in this RFT or in any Agreement resulting from this RFT shall bind MSAF to subscribe motor vehicle purchase from the successful Tenderer(s).

22.8.2 This RFT, and any Agreement resulting from this RFT, is not to be interpreted as providing that:

22.8.2.1 The Successful Tenderer/s has/have the right to be the sole provider of motor vehicles to the MSAF; or

22.8.2.2 MSAF is prevented from seeking services from other providers if there are opportunities for MSAF to achieve better value for money or better outcomes generally.

22.9 Tenderer Ability

By submitting the Tender, the Tenderer warrants that the Tenderer has the servers and peripheral software, necessary skill, knowledge and experience to comply with this RFT.

23.0 Payment Terms

23.1 Costs

23.1.1 All costs and payment schedules to MSAF should be clearly tabled in the response and separating one-time and recurring costs.

23.1.2 Where cost estimates are provided, the basis of these estimates should be shown.

23.1.3 Where given cost components are subject to periodical change, the basis for review, and increase/decrease should be shown in the **Performance Bond**.

23.1.4 All costs should be in Fiji Dollars and VAT inclusive.

23.2 Non-delivery of service(s)

23.2.1 MSAF reserves the right to hold part or the whole of any payment until such time that the vehicles have been delivered to the quality, expectation and satisfaction of MSAF.

23.2.2 MSAF has the right to withhold or deduct (as penalties) a percentage of the payment for vendor non-performance. This is initially set at 10% per calendar day but is open to negotiation. Non-performance may be classed as:

23.2.2.1 Failure to deliver on time;

23.2.2.2 Failure to respond to queries within a reasonable amount of time;

23.2.2.3 Failure to comply to standards of MSAF;

23.2.2.4 Introduction of unauthorized "new" clauses.

23.3 No Sub-Contractors

The winning vendor/s cannot outsource any part of or all part of the work for this RFT to any sub-contractors unless specifically stated in the engagement agreement and agreed to by MSAF in writing.

23.4 Validity of the proposal

All proposals and prices shall remain valid for a period of at least ninety (90) calendar days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

23.5 Currency

All currency in the proposal shall be quoted in Fiji Dollars (FJD). The VAT component should be clearly stated.

23.6 Time Schedule

Tenderers are to clearly outline all proposed vehicles and service delivery, dates, times, resourcing and lag times.

23.7 Procurement

Tender closing date, are tentative and subject to change. The entire tender process from advertisement to engagement takes about two (2) months.

24.0 Corporate Capability

24.1 Corporate Information

Each Tenderer must provide the following information:

- 24.1.1 Details of the corporate and ownership structure, including identification of any holding company or companies and parent companies.
- 24.1.2 Profiles of the company and any parent entity. If the company is a subsidiary, the Tenderer must provide full details of the legal and financial relationship between the subsidiary and parent. The names of all directors and officers of the company.
- 24.1.3 A full description of current operations of the company.
- 24.1.4 A certified true copy of the company's Certificate of Incorporation.
- 24.1.5 Confirmation that the company has the capacity to bid for the Services and that there is no restriction under any relevant law to prevent it from bidding.

24.2 Financial Information

Each Tenderer must provide the following information:

- 24.2.1 Details of current financial standing as expressed in the Tenderers most recent audited annual report (or tax return in the case of a small business).
- 24.2.2 A summary of any court actions, charges, liens or encumbrances affecting the company's assets or the ownership of the company.
- 24.2.3 A statement confirming the solvency of the company and each of the related companies, principal shareholders and any partners.
- 24.2.4 Details, including the identity, of any third party funding or residual support or other third party arrangements that are proposed or required by the Tenderer.
- 24.2.5 Compliance Certificates from the Fiji Revenue & Custom Services and the Fiji National Provident Fund.
- 24.2.6 Any other factors the Tenderer may wish to describe to support its demonstration of financial capacity.

24.3 Qualifications and Capability

Each Tenderer must:

- 24.3.1 Demonstrate that it has the experience, skills and resources to safely assume providing the servers, storage and software required for MSAF;
- 24.3.2 Explain how they intend to deliver the required benefits and quality of goods/service; and
- 24.3.3 Describe any experience it may have in providing similar services to similarly structured organizations within the last four (4) years.

24.4 Customer References

- 24.4.1 Each Tenderer must provide references from two current customers engaging in similar requirements. For each customer reference, the following must be provided:

- 24.4.1.1 Company name and address;
- 24.4.1.2 Contact name and telephone number;
- 24.4.1.3 Agreement term (start date and end date).

24.4.2 MSAF or any of its representatives may make enquiries of any referee at their sole and absolute discretion.

24.5 Mergers, Acquisitions, Sales of Tenderer

Where such information is publicly accessible, the Tenderer must indicate whether any mergers, acquisitions or sales are planned presently or during the year following the submission of the Tender.

ANNEXURE 1

Tender No. _____

Clause	BRIEF REQUIREMENTS OF THE TENDER (TENDER TERMS & CONDITIONS - SECTION 1)
1	Brief Background/History of Company including details of Parent Companies and subsidiaries.
2	Certified copy of valid Company Registration Certificate (Local/Overseas).
3	Certified copy of valid Business License (Local/Overseas).
4	Local Bidders to provide quotes which include Duty, VAT & delivery-to-site on an <i>as and when required</i> basis. Overseas bidders to provide quote which include Cost, Freight & Insurance to the port of Suva.
5	Certified copy of valid FRCS Compliance Letter.
6	Certified copy of Valid FNPf Compliance Letter
7	Complete tender forms with relevant information as per Request for Tender.
8a	Separate quoting for each item and not on whole lot basis.
8b	Price should be valid for a period of 90 days from the closing date of tender.
9	Evidence of the business relationship: a. List all Partner(s)/Supplier(s)/Subcontractors. b. Attach letter(s) from each Partner/Supplier/Subcontractor to confirm the business relationship (for all applicable).
10	The payment mode should be upon satisfactory execution of the order in compliance with the tendered prices, delivery time & full supply of quantity ordered.
11	Submission of bids to be on official letter head, clearly written or typed and signed with all relevant contact details clearly specified.
12(a)	Currency used : _____
12(b)	Back-up services as per TOR
12(c)	Company Insurance
12(d)	Delivery time /availability or Completion period / plan
13	Contract Price after award should be for a period of the tender validity/contract duration.
14	Product samples and technical literatures/brochures/photos to be submitted.
15	Warranty period for the item / Defects Liability Period to be stated.
16	Financial Statement for 3 years