

TERMS OF REFERENCE

Request for Tender - Supply of General Office Personnel Protective Equipment (PPE's)

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PART A - RULES GOVERNING THIS REQUEST FOR TENDER (RFT)

1.0 1.0 PURPOSE OF ENGAGEMENT

The Maritime Safety Authority of Fiji (MSAF) is seeking submissions from reputable and suitable vendors to supply general office Printing.

2.0 NO CONTRACTUAL OBLIGATIONS

This Request for Tender (RFT) is not to be construed as a contract between MSAF and the prospective bidder. Nothing in this RFT or in any submission document is to be viewed to give rise to any contractual obligations either related, expressed or implied.

3.0 BIDDERS TO INFORM THEMSELVES

The onus is on the bidder to understand the contents of the RFT and the implications of being involved in this tender process. MSAF does not accept responsibility and/or liability for any misunderstandings arising from the bidder's failure to comply with the above-mentioned process.

MSAF only accepts submissions on the condition that the bidder:

- Has examined this RFT and all other information made available to the bidder.
- Has made all reasonable inquiries regarding relevant risks, contingencies and other circumstances that might affect the submission.
- Has satisfied itself as to the correctness and sufficiency of its submission;
- Has involved itself in the submission process entirely at its own expense and without any costs being payable by MSAF.

4.0 RIGHT TO VARY OR STOP SUBMISSION PROCESS

MSAF reserves the right to either stop or vary the submission process and may require re-submission at any given time.

5.0 PROCUREMENT TIMETABLE

It is proposed that the procurement timetable contained in the table below shall apply. MSAF will strive to adhere to this timetable but reserves the right to alter the dates whenever necessary.

Where this timetable varies significantly, MSAF will notify prospective Bidders in writing.

Dates	Tasks
03 rd February, 26 th February 2024	Advertisements
26 th February 2024 3pm	RFT closing date & time
08 th March 2024	Complete evaluations
13 th March 2024	Complete approval process
15 th March 2024	Notify Successful & Unsuccessful Bidders
22 nd March 2024	Signing of Agreement
1 st April 2024	Start Supplying

6.0 CONFLICT OF INTEREST

Bidders and their personnel must not place themselves in a position that may create a conflict of interest concerning this RFT. Any perceived or actual conflict of interest that may arise in the performance of their obligations under the RFT must be fully disclosed.

Identification of a perceived or actual conflict of interest does not necessarily preclude a Bidder's submission from consideration. However, MSAF will carefully consider the circumstances surrounding the conflict of interest to determine whether it will compromise the status of the outcome of this RFT, and if so, will promptly notify the Bidder.

7.0 ENQUIRIES BY BIDDER

All enquiries by potential bidders for information should be addressed only to the nominated contact officer(s) named on the tender advertisement. Where, in the opinion of MSAF,- there is a need to disseminate additional information to a particular bidder, the same information shall be provided to other bidders. Such information shall be given the same distribution as in the original RFT.

8.0 INCONSISTENCY OF INFORMATION

Should a potential bidder find any discrepancy, ambiguity, inconsistency, error or omission in this RFT document, they should notify MSAF in writing as soon as possible. In any such case this needs to be done before the closing date for the submission so that MSAF may take any corrective action it considers necessary.

9.0 WHAT TO LODGE

For manual submissions, bidders must submit three (3) hard copies in the tender box placed at MSAF – 4 Level, Kadavu House Building, Victoria Parade, Suva Fiji by the closing date and time.

For manual submissions, the original hard copy must be marked “ORIGINAL” and the remaining two (2) copies must be marked “COPY 1” and “COPY 2”, respectively. The original and the copies must include all supporting materials and be well-bound.

An Evaluation Team will evaluate submissions according to the criteria specified in this RFT.

10.0 LODGEMENT OF TENDER

Manual submissions must include three (3) hard copies in sealed envelopes and placed in the tender box provided at MSAF – 4 Level, Kadavu House Building, Victoria Parade, Suva Fiji. The submission must be clearly addressed:

CONFIDENTIAL

Tender Evaluation Committee

Supply of General Office Personnel Protective Equipment (PPE's).

Maritime Safety Authority of Fiji

P.O. Box 326

Suva

11.0 LATE SUBMISSIONS

Submissions lodged after the submission closing time shall be deemed late and will not be considered.

12.0 ALTERATIONS, ERASURES OR ILLEGIBILITY

Submissions are liable to be rejected where they contain alterations or erasures, incomplete, ambiguous or illegible prices or terms, or insufficient information to enable proper evaluation. Alterations cannot be made to submissions after the Tender Closing Time unless it can be clearly demonstrated to the satisfaction of the MSAF Evaluation Tender Committee that a clerical or typographical error has been made by the bidder.

13.0 ACCEPTANCE OF SUBMISSIONS

MSAF is not bound to accept the lowest priced submission. Bidders whose submissions are not accepted will be notified. The MSAF Evaluation Tender Committee reserves the right to

negotiate with other bidders in the event that a contract cannot be successfully negotiated between MSAF and the preferred Bidder.

14.0 COLLUSIVE ACTIVITIES

Bidders and their personnel must not engage in any collusive bidding, anti-competitive conduct or any similar conduct with any other bidder or other person in preparing or lodging a submission or to involve themselves in any sort of collusive activities related to the tender.

15.0 ANTI-COLLUSION TENDER CLAUSE

1. Facilitating reporting to the relevant competition Authority

MSAF reserves the right, at its discretion, to report suspected collusive or anti- competitive conduct by bidders to the appropriate regulatory Authority and to provide that Authority with any relevant bidder information.

2. Disclosure of subcontracting

Bidders must indicate if they intend any person (or organization) who is not an employee to perform work on the services, and they must provide their details. The contract with the successful bidders will require the MSAF prior written approval for any changes to these arrangements, and any further subcontracting.

3. Warranty

The bidder warrants that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than:

- a) Where certain joint venture arrangements exist between the bidder and a competitor;
- b) Where the bidder and a competitor have an agreement that has been authorized by the relevant competition Authority; and
- c) Where the bidder has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation the bidder agrees to fully disclose the full nature and extent of any agreements with competitors to the tendering body. In the event that no such disclosure is made, the bidder warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

- a) Prices;
- b) Methods, factors or formulas used to calculate prices;
- c) The intention or decision to submit, or not submit, a bid;
- d) The submission of a bid that is non-conforming;
- e) The quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates; and
- f) The terms of the bid.

The bidder acknowledges that if the MSAF accepts the bidder's offer and completes any contract the MSAF will do so in reliance of this warranty.

4. Disclosure of prior anti-competitive conduct

Bidders must indicate if they, or any corporation or person associated with their tender, including directors and senior management, are or have ever been subject to proceedings related to anti-competitive conduct domestically or overseas. The information must include:

- a) The names of the parties to the proceedings;
- b) The case number;
- c) The general nature of the proceedings; and
- d) The outcome or current status of the proceedings.

The SAF reserves the right, at its discretion, to exclude any bidder from the procurement process if the bidder, or any organization or person, including directors or senior managers associated with their tender, have ever contravened the anti-competitive provisions of the relevant competition laws] or equivalent laws overseas.

The MSAF reserves the right, at its discretion, to exclude any bidder from the procurement process if full disclosure of any or all contraventions of the anti-competitive provisions of the [the relevant competition laws] equivalent laws overseas has not been made.

16.0 SHORTLISTING

The MSAF Evaluation Tender Committee reserves in its absolute discretion to make a shortlist of any bidders and seek further information from those bidders before choosing a preferred bidder. In the event of a shortlist being compiled by MSAF, bidders that are not shortlisted will be advised as soon as possible.

PART B - TENDER SPECIFICATIONS

17.0 A) i) SCOPE OF WORKS

GENERAL

This RFT is for the provision of General Personnel Protective Equipment (PPE's) for office use.

17.1 Bulk Purchase Categories

The tender submission should include pricing for, but not limited to, the following items:

1. Bidders must be able to supply the quantities reflected in the appendices. Specimen files or folders are available upon request.

General condition

- All prices to be provided in VIP,
- Provide prices in quantity unit of measure
- All job will be confirmed with the issue of official MSAF,
- Artwork and sizes will be supplied by MSAF,
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- It is bidder's responsibility to have the sample endorsed in 3 working days from the day of issue of Local Purchase Order (LPO),
- Final printing/order to be in match with MSAF's endorsed sample,
- Only full delivery will be accepted,
- Delivery timeline will be 3 weeks from the time of approval of sample for printing procurement,
- If bidder is not able to supply within 3 weeks from the day of sample approval, MSAF has the right to procure from elsewhere, cancel order, terminate contract and retender,
- Must treat all documents and information provided by MSAF as confidential.

ii. CONFIDENTIALITY

Bidders must treat all documents and information provided by MSAF including this RFT, as confidential. MSAF will treat all proposals received, and the information contained therein, as confidential until a negotiated contract is executed, or all other proposals are rejected.

iii. PUBLIC STATEMENT

No bidder shall make any public statement in relation to this RFT without prior written consent from MSAF.

B) GENERAL CONDITIONS

The following general conditions apply:

- i. MSAF may not necessarily accept the lowest cost bidder but will strive to select the best and most responsive bidder.
- ii. MSAF may cancel this RFT or amend its contents at any time prior to the acceptance of a submission.
- iii. If no proposal is acceptable, then MSAF may either re-issue the Terms of Reference or negotiate with one or more bidders for a satisfactory offer.
- iv. The award of a submission shall not be deemed final unless and until a contract is successfully negotiated and approved by MSAF.

C) PROPOSAL RESPONSE SECTION

Interested bidders shall submit submission responding to items below. Identify each response with the appropriate letter designation and respond to all items in the order given.

18.0 BASIC BUSINESS COMPULSORY REQUIREMENTS

Clause	BRIEF REQUIREMENTS OF THE TENDER (TENDER TERMS & CONDITIONS)
1	Brief Background/History of Company including details of Parent Companies and subsidiaries.
2	Certified Copy of Valid Company Registration Certificate(Local/Overseas).
3	Local Bidders to provide quotes which include Duty, VAT and 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.
4	Certified Copy of Valid FRCS Compliance Certificate Letter
5	Certified Copy of Valid FNPf Compliance Letter.
6	Complete tender forms with relevant information and furnished with other tender documents.
7a	Separate Quoting for each item and not on whole lot basis.
7b	Price should be valid for a period of 90 days from the closing date of tender.
8	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).
9	The payment mode should be upon satisfactory execution of the order in compliance with the tendered prices, delivery time & full supply of quantity ordered.
10	Submission of bids to be on official letterhead , clearly written or typed and signed with all relevant contact details clearly specified.
11(a)	Currency used FJD:

11(b)	Back-up services
12	Company Insurance
12(a)	Delivery time /availability or Completion period / plan
13	Product samples and technical literatures brochures/photos to be submitted.
14	Warranty period for the item / Defects Liability Period to be stated.
15	Financial Statement for 3 years

It is mandatory for the bidder to provide all the requirements listed under (1 to 15) above for their bid to be considered for further assessment. Any bidder who does not meet the 100% requirement as per the above list, their submission SHALL NOT BE CONSIDERED for further assessment.

18.1 ASSESSMENT CRITERIA

A) Non-Price Factors 70%

- i. Qualifications & Experience – 30%
- ii. Specifications – 40%

B) Price Factors 30%

Evaluation Criteria	
Basic Business Compulsory Requirements	
<p>i) Company Profile</p> <ul style="list-style-type: none"> ➤ Background / History of company including details of parent companies and subsidiaries. ➤ Types of products / services provided ➤ Specify the years of experience <p>ii) Business License & Registration</p> <ul style="list-style-type: none"> ➤ Valid Business License (Certified Copy) ➤ Valid Business Company Registration Certificate (Certified Copy) <p>iii) Fiji Revenue & Customs Services Tax Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders</p> <ul style="list-style-type: none"> ➤ Tax Identification Number Letter ➤ Valid Tax Compliance Certificate (Certified Copy) <p>iv) Valid Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders (Certified Copy)</p>	
i) Qualifications & Experience – 30%	Percentage (%)
<p>Respond to these criteria:</p> <ul style="list-style-type: none"> • Describe how the vendor’s experience will benefit MSAF in terms of the successful product / service delivery – minimum 1 page. • List of major clients of the company with particular reference to local government, which may have utilized the areas of expertise. Provide at least 3 references from clients you have previously provided service. Also, provide names and contact of suitable client contact persons for reference checks. 	<p>15</p> <p>15</p>
Total	30%

ii) Specifications – 40%	Percentage (%)
<p>With reference to the above Scope of Works - Part B:</p> <ol style="list-style-type: none"> <li data-bbox="256 369 943 401">1. PPE's (refer Part B for Specification for each item) <li data-bbox="256 506 769 537">2. Agree to supply full delivery at once, <li data-bbox="256 642 1105 716">3. Agree to provide delivery in 3 weeks from the time of approval of sample, 	<p style="text-align: right;">30%</p> <p style="text-align: right;">5%</p> <p style="text-align: right;">5%</p>
Total	40%

Price Factor 30%	Percentage (%)
<p>All prices proposed should be separated by all of the following items:</p> <ol style="list-style-type: none"> <li data-bbox="256 1215 699 1247">1. All prices to be provided in VIP, <li data-bbox="256 1352 1000 1383">2. Provide prices in quantity of 100, 200, 500, 1000, 2000 <li data-bbox="256 1530 716 1562">3. Price Validity for 3-year contract <li data-bbox="256 1709 545 1740">4. Special Offer Prices 	<p style="text-align: right;">5</p> <p style="text-align: right;">15</p> <p style="text-align: right;">5</p> <p style="text-align: right;">5</p>
Total	30%

APPENDIX 1

Item	Quantity	Price/unit	Total
LED Torch			
Clear Safety Glass			
Earmuff			
Cotton hand Gloves			
Safety Boots			
Measuring Tape 30mtr			
H/D Reflector Shirt with			
Embroidery front and back.			
H/D Reflector Long pants			
H/D Raint Coat with pants, reflector, and embroidery.			
Hard Hat with Chin Strap.			
H/D Reflector Vest with embroidery			
H/D Reflector Overall with embroidery.			

Quantities shown are estimates only and may vary. Bidders are requested to provide a quote for items that show zero quantity. These items may or may not be ordered.