

# **TERMS OF REFERENCE**

## **Request for Tender - Supply of General Office Supplies and Stationeries**

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

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### **1.0 PURPOSE OF ENGAGEMENT**

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

### **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.

<b>Dates</b>	<b>Tasks</b>
03 <sup>rd</sup> February 2024, 26 <sup>th</sup> February 2024	Advertisements
26 <sup>th</sup> February 2024 3pm	RFT closing date & time
08 <sup>th</sup> March 2024	Complete evaluations
13 <sup>th</sup> March 2024	Complete approval process
15 <sup>th</sup> March 2024	Notify Successful & Unsuccessful Bidders
22 <sup>nd</sup> March 2024	Signing of Agreement
1 <sup>st</sup> 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 Supplies and Stationeries  
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.

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.

**1. 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 MSAF 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

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### 17.0 A) i) SCOPE OF WORKS

#### GENERAL

This RFT is for the provision of General office supplies and stationeries for office use.

#### 17.1 Bulk Purchase Categories

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

1. Genuine Toner brands including both high and normal yield (refer to Appendix 1 for full listing of all toners used by MSAF)
2. Files/Folders (refer to Appendix 2 for description of files)
3. Paper (refer to Appendix2)
4. Envelopes (refer to Appendix 2)
5. General Stationery (refer to Appendix 2)
6. 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 in unit of measure
- All job will be confirmed with the issue of official MSAF,
- Artwork will be supplied by MSAF,
- MSAF reserve the right to change the artwork when required,
- 
- 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 1 to 3 days from the date of issued LPO for non-printing procurement,
- 
- If bidder is not able to supply within 3 working day 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 “as and when required” basis. Overseas bidders to provide quote which include Cost, Freight & Insurance to the port of Suva.
4	Certified Copy of Valid FRCS Compliance <a href="#">Certificate</a> 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 <a href="#">letterhead</a> , 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%**

<b>Evaluation Criteria</b>	
<b>Basic Business Compulsory Requirements</b>	
<p><b>i) Company Profile</b></p> <ul style="list-style-type: none"> <li>➤ Background / History of company including details of parent companies and subsidiaries.</li> <li>➤ Types of products / services provided</li> <li>➤ Specify the years of experience</li> </ul> <p><b>ii) Business License &amp; Registration</b></p> <ul style="list-style-type: none"> <li>➤ Valid Business License (Certified Copy)</li> <li>➤ Valid Business Company Registration Certificate (Certified Copy)</li> </ul> <p><b>iii) Fiji Revenue &amp; Customs Services Tax Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders</b></p> <ul style="list-style-type: none"> <li>➤ Tax Identification Number Letter</li> <li>➤ Valid Tax Compliance Certificate (Certified Copy)</li> </ul> <p><b>iv) Valid Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders (Certified Copy)</b></p>	
<b>i) Qualifications &amp; Experience – 30%</b>	<b>Percentage (%)</b>
<p>Respond to these criteria:</p> <ul style="list-style-type: none"> <li>• Describe how the vendor’s experience will benefit MSAF in terms of the successful product / service delivery – minimum 1 page.</li> <li>• 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.</li> </ul>	<p>15</p> <p>15</p>
<b>Total</b>	<b>30%</b>

<b>ii) Specifications – 40%</b>	<b>Percentage (%)</b>
<p>With reference to the above <b>Scope of Works - Part B:</b></p> <ol style="list-style-type: none"> <li data-bbox="310 323 1073 401">1. Office Supplies &amp; Stationeries (refer Appendix 1 &amp; 2 for Specification for each items)</li> <li data-bbox="310 506 829 537">2. Agree to supply full delivery at once,</li> <li data-bbox="310 642 1081 720">3. Agree to provide delivery in 3- day days from the time of approval of sample,</li> </ol>	<p style="text-align: right;">30%</p> <p style="text-align: right;">5%</p> <p style="text-align: right;">5%</p>
<b>Total</b>	<b>40%</b>

<b>Price Factor 30%</b>	<b>Percentage (%)</b>
<p>All prices proposed should be separated by all of the following items:</p> <ol style="list-style-type: none"> <li data-bbox="310 1171 760 1203">1. All prices to be provided in VIP,</li> <li data-bbox="310 1308 930 1339">2. Provide prices in quantity of unit of measure</li> <li data-bbox="310 1486 776 1518">3. Price Validity for 3-year contract</li> <li data-bbox="310 1665 605 1696">4. Special Offer Prices</li> </ol>	<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>
<b>Total</b>	<b>30%</b>

**APPENDIX 1**

<b>LIST OF TONERS</b>	<b>Quantity</b>	<b>PRICE PER TONER</b>	<b>Total</b>
TN2445	2		
TN436 blk	2		
TN436 C	2		
TN436 M	2		
TN436 Y	2		
HP83A	2		
TN3475P	2		
TFC415P - K	2		
TFC415P - C	2		
TFC415P - M	2		
TFC415P - Y	2		
TBFC505 Waste toner	2		

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

**APPENDIX 2**

<b>Item</b>	<b>Quantity</b>	<b>Price/unit</b>	<b>Total</b>
Photocopy Paper A4			
Blue Paper A4			
Photocopy Paper A3			
Laminating Sheet			
Flip Chart			
1" Cello tape			
2" Cello tape			
2" Masking tape			
Ball Pen			
Staple Pins 26/6- Rexel			
Staple Pins 26/6- Rapid			
Calculator			
Stationery Rack			
Arch Lever File			
Pen Twink			
Sticky Pads 2x3, 3x3, 5x3			
30cm Ruler- Plastic/Wooden			
2B Pencil			
HB Pencil			
Desk Calendar stand			
Safety Pin			

Black Plastic Rubbish Bin			
Treasury Tags			
Spiral Binding Comb- 8mm, 10mm, 12mm, 14mm, 16mm, 22mm, 32mm			
Photocopy paper colored – A4			
A4 Laminating Plastic			
A3 Laminating Plastic			
A4 Binding Cover			
A3 Binding Cover			
Stapler			
Mutton Cloth			
Garbage Bag			
Clue stick 36g			
A3 Ledger paper			
Despatch book			
Thumb tacks			
Dividers Blank			
Push Pin Colored			
Double hole Paper Punch			
Subject Files			
Clear Filing Pockets			
Masking Tape White			
Paper Tray 3 Tier			
Thimbles			
Waste Paper Bin			
Calculator 12 Digit			
Sign Here Sticker			
Urgent sticker			
Letter Opener			
Key Tags			
Single Hole Paper Punch			
Newsprints			
Minute Book			
Ream Ruled Foolscap			
Staple Pin Remover			
Sharpener			
Eraser			
Tape Dispenser			
Paperclips Colored			
Clear Liquid Glue			
Permanent Markers			
Whiteboard Markers			
A4 Ledger Paper			
Manilla Files			
A4 Certificate Paper			
Stamp Pad			
White board Duster			

Paper Clips 33mm			
Paper Clips 50mm			
2" Duct Tape			
Highlights Assorted			
Manilla File Clips 50's			
Fold Backclip 50mm, 41mm, 32mm, 25mm, 19mm, 15mm			
Dividers A-Z			
Dividers Jan- Dec			
Dividers 1-31			
Suspension File			
Stamp Pad Ink			
Clipboard File			
Name tags			
Rubber Bands			
Scissors			
Pen Holder			
Writing Pads			
Rafia- Big			
White Board Liquid Cleaner			
Flipchart Stand with Whiteboard on Wheels			
Flipcharts			
Business card holders			
A4 Diary			
A5 Diary			
Arrow Sticker			
Attendance Book			
Legal Tape 2"			
White Board Magnets			
Pocket Files			
Button Files			

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.