**GOVERNMENT TENDERS**

**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND WORKS**

**General Terms and Conditions**

1. These Government Tenders General Terms and Conditions, the request for company particulars, the returnable schedule and the specification requirements attached will apply to this tender.

**Details of Bidders**

1. Bidders responding to this tender must be of good repute and should be in a position to provide the Government of Fiji (**Government**) with quality transactional services. A **brief history** of the company’s background must be submitted. Bidder’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.
2. Bidders (both local and overseas) must provide valid evidence of company registration and business licences (if relevant), including a copy of the company’s valid registration certificate or certificate of incorporation, a copy of a valid business licence and a TIN Letter. Copies of any documents provided must be certified by a director of the company. Trading names and business name registration certificates of any Bidder should also be provided (if applicable).
3. Bidders are to disclose all parent companies and subsidiaries of the bidding company. A corporate structure diagram showing the shareholding of the bidding group must be provided.
4. In the event that a Bidder 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 Government Tender Board.
5. Bidders must name each entity that will enter into the contract documents with the Government. If the Bidder is a consortium or joint venture, details of each joint venture party or consortium member are required, including a breakdown of the responsibilities of each member.
6. Each Bidder must submit only one bid either individually, or as a partner in a joint venture. A Bidder that submits or participates in more than one bid will be disqualified. Bidders can, however, provide unlimited options.
7. If sub-contracting then details of the sub-contractor must also be clearly provided as part of the bidding document. If the Government is not informed of a sub-contractor in the bidding document and the sub-contractor is engaged to carry out the requirements of this tender, this will result in termination of the contract.
8. Bidders (including sub-contractors), especially those that are locally-registered and conduct or have conducted operations or services in Fiji, must be in compliance with all laws and statutory requirements such as those of the Fiji National Provident Fund (**FNPF**) and the Fiji Revenue & Customs Authority (**FRCA**). Certified copies of compliance letters from the FNPF and FRCA must accompany the bidding documents.
9. Bidders must provide financial statements for the last three financial years.
10. Bidders must provide information regarding the financing of the proposed contract if the contract is awarded to the Bidder. Details of the Bidder’s financier, any third party financing required by the Bidder to perform the contract and any security being provided by the Bidder must be provided (if applicable).

**For bidders information**: "The Multilateral Investment Guarantee Agency (MIGA), a member of the World Bank Group, has the mandate to facilitate foreign direct investment into developing countries by alleviating concerns related to non-commercial risks through the issuance of guarantees to investors, including lenders, against losses caused by the risks of expropriation, breach of contract, currency inconvertibility and transfer restriction, and war and civil disturbance. The cross border equity and debt investments in the project may be covered against the applicable non-commercial risks if they meet MIGA's eligibility criteria. The issuance of a guarantee is subject to securing requisite approvals of MIGA's management, Board of Directors and the host country. For more information, please visit [www.miga.org](http://www.miga.org) or contact MIGA at +1 (202) 245-2539"

**Pricing and Delivery**

1. **Local Bidders** must quote their price on **Duty Paid VAT inclusive** delivered directly on “**as and when**” required basis as per the tender documents. **Overseas Bidders** must quote price on **C&F Sea, Suva** and **C&F Air, Suva** basisas per the tender documents, **or to the destination stated.**
2. The successful Bidder must, upon request by the Head of the Fiji Procurement Office or his representative, produce all documents supporting their pricing of the commodities under the tender.
3. The Government may use its discretion to purchase commodities either on duty paid or duty free basis.
4. The Government reserves the right to award the purchase of the commodities under the tender either on C&F, CIF or ex-stock basis.
5. The Government 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.
6. Bidders are required to disclose the rate of exchange used for the conversion into local currency.
7. For the purposes of comparison, the Government may use the exchange-rate applicable on the date of opening of tenders.
8. Advance payments are only permitted in accordance with the advance payment policy of the Government available on [www.fpo.gov.fj](http://www.fpo.gov.fj).
9. (a) Bidders must quote prices separately for each item and not on whole lot basis, unless required otherwise.
10. **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 bid invalid.
11. The contract price after the award of the tender should be valid for the period of the tender and no price increase will be entertained.

**Subject to Contract and Contract Terms**

1. The successful Bidder ***must*** enter into a contract with the Government with a performance bond to be paid as surety. The amount of the performance bond will be determined after the award of the contract, in accordance with the Government’s Performance Bond Guide. Any bank charges pertaining to the performance bond, such as for the refund of a performance bond through a requested bank draft will be borne by the Bidder.
2. Selection of a preferred Bidder is subject to contract and Bidders should not rely on communications with the Government as evidence of acceptance until a formal contract is signed.
3. Please note that supply, services or works should only be rendered upon receipt of a Purchase-Order (*for local-procurement*) or an Indent (*for procurement-abroad*) from the client-Ministry/Department. Any other form of an order (*whether verbal, via alternative-documentation, or otherwise*) **WILL** **Not Be Accepted** and may not be claimable for payment from the Government. Should any assistance or advice be needed, please visit [www.fpo.gov.fj](http://www.fpo.gov.fj) for a list of contacts.
4. In the event that delivery cannot be met, the Indent (*subject to funds being made available by end-users*) should be cancelled or the LPO returned. It should be noted that payment from funds available in the current year cannot be carried over to the following year.
5. Payment, for supplies or services-rendered, will be made upon satisfactory execution of the order in compliance with the tendered-prices, delivery time and full supply of quantity ordered.
6. The Government reserves the right to return the goods, if wrongly supplied, at the Bidder’s expense.
7. The Government reserves the right to terminate the services of a successful Bidder, in the event of undue delay in delivery or unsatisfactory performance by the Bidder.
8. In the event of delays in the delivery of items, liquidated damages at the rate as per the tender documents will apply.
9. The Government reserves the right to require any overseas Bidder to provide a legal opinion in a form acceptable to the Government, from a law firm acceptable to the Government, in respect to entry into the contract documents.
10. Bidders must comply with all the laws of the Republic of Fiji during the tender process and the contract phase, including the Procurement Regulations 2010 (as amended).
11. All conditions listed herein will form part of the contract whenever a contract arrangement is drawn up between the successful Bidder and the Government.

**General tender requirements**

1. Bidders must inform themselves of the tender and contract requirements and should seek clarification if required. Assumptions with respect to the tender response cannot be relied upon by Bidders.
2. Bidders must inform the Government of any potential conflict of interest in respect to their bids.
3. Bidders must not collude with other bidders or engage in improper tender practices. Any evidence of collusion or improper tender practices may render the offers invalid.
4. The Government may withdraw the tender at any time in accordance with the Procurement Regulations 2010 (as amended).
5. Bidders are to note that by bidding, the Bidder is taken to have authorised the Government to inspect their warehouse, farm, office, or other premises and access any information (*including financial information*) it may so require.
6. All costs in respect to the preparation of bids and tenders responses will be borne by the Bidder. The Government will not reimburse any Bidder for costs incurred in preparing bids or responding to requests for further information.

**Evaluation and Award of Tender**

1. Qualification to bid will be carried out during the tender evaluation process and only Bidders that comply with requirements will be considered.
2. The Government reserves the right to award the contract to the bid that is considered the most advantageous to the Government.
3. The Government reserves the right to split the award amongst Bidders, to cater for orders on the basis of specified areas or instructions or to make a collective-award to a single Bidder.
4. The Government reserves the right to negotiate with any Bidder where it appears from the evaluation that no one tender is more advantageous in terms of the specific evaluation criteria set out in the tender notice or tender documentation.
5. The lowest or any tender may **not** necessarily be accepted.
6. The Government reserves the right to seek best and final offers at its sole discretion at any time during the evaluation process.

**Form of Bids and Submissions**

1. Bidders must submit their bids on their **official letter head**, **clearly written** or **typed**, **signed with all relevant contact details clearly specified**. Bids will be regarded as invalid, if there is any alteration and use of white-ink.
2. **Bids must clearly specify:** 
   1. **currency used**
   2. **back up services**
   3. **other benefits**
   4. **delivery time**
   5. **mode of payment**
   6. **warranty period**
   7. **country of origin**

1. Where prescribed forms are provided, these must be completed with relevant information and furnished with other tender documents, as part of the tender requirements.
2. The Government Tender Board Form (Section 4) must be completely filled and submitted with the bid.
3. **Bidders must submit product samples**, **brochures, photos** and **technical literature** pertaining to the items with the tender, or to demonstrate as necessary, whenever requested to do so.
4. Bidders are required to specify precisely the warranty period and warranty coverage for the items under tender.
5. Technical data, test reports and certificates must be applied or submitted wherever applicable. Copies of any documents provided must be certified by a director of the company. The signed bids must be uploaded to our eTender portal [www.tenderlink.com/economyfiji/](http://www.tenderlink.com/economyfiji/). The files must be marked **Tender No:** Insert Tender No.
6. All bids must be uploaded to our eTender portal before the stipulated time and date.
7. The **use of facsimile** or e-mail is **not valid** for tendering purposes.
8. **Late** Bids will **NOT** be accepted. As a common measure for time, the GMT <http://wwp.greenwichmeantime.com/time-zone/pacific/fiji/time-fiji/> is adhered to during the opening of the tender box.
9. All information submitted will be kept strictly confidential and will be used only for the purposes of the tender award.
10. Any tender not complying with these conditions may be rejected. Bidders that fail to comply with these General Terms and Conditions, special tender conditions and requirements of the tender may render their offers invalid.

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| By submitting a response to this tender, you are perceived to have read and agreed to these Government Tenders General Terms and Conditions. Note: This page must be signed by a representative who is authorized to legally bind the organisation. |

I have read and understood the Government Tenders General Terms and Conditions and agree to all the clauses:

**Company Stamp**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_