

## SECTION 1

GOVERNMENT TENDERSGENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND WORKS

1. The Government Tenders General Terms and Conditions, the Request for company details, and the specification requirements attached will apply to this tender.
2. Bidders responding to this tender must be of good repute and should be in a position to provide the Government of Fiji with quality transactional services. A **brief history of the company's background shall 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.
3. **Local tenders** are to quote their price on **Duty Paid VAT inclusive** delivered directly on **"as and when"** required basis as per the RFT documents. **Overseas suppliers** to quote price on **C&F Sea, Suva and C&F Air, Suva basis** as per the RFT documents.
4. Government may use its 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, as part of the tender requirements.
6. Bidders are to note that by bidding, the bidder is taken to have authorised Government to inspect their warehouse, farm, office, or other premises and access any information (*including financial*) it may so require.
7. (a) Bidders 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 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.
9. If Sub contracting then details of the subcontractor must also be clearly provided for as part of the bidding document. In scenarios where the Government is not informed of a subcontractor in the bidding document and engaged to carry out the requirement of this tender, will result in termination of the contract.
10. Right is reserved to make award to the Bid that is considered most advantageous to Government.
11. Right is reserved to split the award amongst Bidders, to cater for order on the basis of specified areas or instructions or to make a collective-award to a single supplier.

12. Right is reserved to award the purchase of the commodities under the tender either on C&F, CIF or Ex-stock basis.
13. 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.
14. Right is reserved to return the goods, if wrongly supplied, at the supplier's expense.
15. Right is reserved to terminate the services of a successful Bidder, in the event of undue delay in delivery or unsatisfactory supplier performance.
16. Government reserves the right to negotiate with any supplier.
17. Bidders are to disclose all parents and subsidiaries of the bidding company.
18. Bidders are required to disclose the rate of exchange used for the conversion into local currency.
19. For purpose of comparison, Government may use the exchange-rate applicable on the date of opening of tenders.
20. Please note that supply/services/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*) is Not To Be Accepted and may not be claimable for payment from Government. Should any assistance/advice be needed, feel free to browse [www.fpo.gov.fj](http://www.fpo.gov.fj) for a list of helpful contacts.
21. 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.
22. The successful Bidder shall upon request by the Director of the Fiji Procurement Office or his representative, produce all documents supporting their pricing of the commodities under the tender.
23. The provision of advance payment will be allowable as per the advance payment policy of the Government available on [www.fpo.gov.fj](http://www.fpo.gov.fj).
24. Payment, for supplies/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.
25. Qualification to bid will be carried out during the tender evaluation process and only Companies that comply with requirements will be considered.
26. Bidders to 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.

27. Bids must clearly specify:
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|---------------------|----------------------|
| a) currency used    | e) mode of payment   |
| b) back up services | f) warranty period   |
| c) other benefits   | g) country of origin |
| d) delivery time    |                      |
28. The contract price after the award should be valid for the period of the tender and no price increase would be entertained.
29. **Product samples and brochures and technical literature**, pertaining to the items, shall be submitted with the tender, or to demonstrate as necessary, whenever requested to do so.
30. Bidders are required to specify precisely the warranty period for the items under tender.
31. The successful contractor **must** enter into a contract with the Government of Fiji with performance bond to be paid as surety of which the sum will be determined after the award, in accordance with Government Performance Bond Policy.
32. In the event of delays in the delivery of items, liquidated damages at the rate as per tender documents will apply!
33. Technical Data, Test reports, Certificates must be applied/ submitted wherever applicable.
34. Each bidder shall 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.
35. Mark the envelope clearly as **“Tender No: CTN33/2015 - Contract for the Purchase of Medical Consumables for Ministry of Health & Medical Services (Fiji Pharmaceutical & Medical Services)”**. Sealed Bids should be placed in the Tender Box provided at the Ministry of Finance, 4<sup>th</sup> Floor, West Wing, Ro Lalabalavu House, Suva.
36. All written offers, in respect of this tender, should reach the Tender Box at the stipulated time and date.
37. All information submitted will be kept strictly confidential and will be used only for the purposes of the tender award.
38. The use of facsimile is not valid for tendering purpose.
39. **Late Bids** will **NOT** be accepted. As a common measure for time, the GMT <http://www.greenwichmeantime.com/time-zone/pacific/fiji/time-fiji/> is adhered to during the opening of the tender box.
40. Bidders (including subcontractors), especially those that are locally-registered and/or have-run/are-running operations/services locally, must be in compliance with statutory requirements such as that of the Fiji National Provident Fund (FNPF) and the Fiji Revenue & Customs Authority (FRCA) - Compliance-letters from such institutions must accompany bidding-documents.

41. Any tender not complying with these conditions may be rejected.
42. All conditions listed herein shall form part of the contract whenever a contract arrangement is drawn up between the successful tenderer and government.
43. The lowest or any tender may not necessarily be accepted.
44. Bidders failing to comply with the above Terms and Conditions, Special tender Conditions and requirements of the tender may render their offers invalid.

By submitting a response to this tender, you are perceived to have read and agreed to the Government Terms and Conditions.

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

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

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

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

Company Stamp:

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