

REQUEST FOR TENDER



TENDER NO: CTN _____

**SUPPLY OF MEDICAL IMAGING
CONSUMABLES**

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PART 1. INVITATION AND INFORMATION

1.1 General scope and purpose of Tender

- 1.1.1 The Permanent Secretary for Ministry of Health & Medical Services in conjunction with the Ministry of Finance invites **overseas and local suppliers** to submit Tenders for the supply of Medical Imaging Consumables for Ministry of Health & Medical Services of Fiji through Fiji Procurement Office (FPO).
- 1.1.2 The products are to be provided for a period of **3 years**.
- 1.1.3 It is possible that more than one Tenderer will be appointed as the successful Contractor. Unsuccessful Tenderer will generally not be able to provide products required on this Tender to the FPBS during the term of the Contract. However, it is possible that FPBS may from time to time purchase a particular Good from another supplier if there are acceptable reasons for doing so.
- 1.1.4 It is anticipated that the successful Tenderer(s) will commence the provision of the awarded products no later than January 2016.

1.2 Objectives of the Tender

- 1.2.1 The objectives of the Tender are to:
- 1.2.1.1 Establish pricing for the Purchase & Supply of Medical Imaging Consumables; and
- 1.2.1.2 Provide a stable supply of Medical Imaging Consumables for MoHMS for a 3 year period.
- 1.2.2 The successful Tenderer(s) is required to assist FPBS to achieve these objectives.

1.3 Details of Tender Authority

- 1.3.1 The authority responsible for the Tender process including calling, receiving and evaluating Tenders is the Fiji Procurement Office and it may call upon experts in the field if it so requires at anytime.

1.4 Timetable

- 1.4.1 The proposed timetable for this Tender process is set out in the following table:

| Task | Timetable |
|-----------------------------------------|------------|
| Request For Tender (RFT) Release | 27/05/2015 |
| RFT Close | 24/06/2015 |
| RFT Evaluation Complete | 15/07/2015 |
| Contract Approval | 30/07/2015 |
| Contract Award | 05/08/2015 |
| Contract Commencement | 01/01/2016 |
| Deliveries Commence | 30/01/2016 |

- 1.4.2 FPBS reserves the right to alter the above timetable.

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| 1.5 Document structure |
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1.5.1 This Request for Tender consists of the following five parts:

Part 1 Invitation and Information

This Part sets out the Invitation, a brief Overview, and General Information.

Part 2 Interpretations

This Part contains the definitions used throughout this Request for Tender.

Part 3 Tender Conditions

This Part describes the rules of conduct applicable to this Request for Tender.

Part 4 Tender Responses

This Part contains forms that Tenderers are required to complete so as to enable FPBS to evaluate each Tender submission, and includes a separate Microsoft Excel spreadsheet as an attachment.

Part 5 Draft Contract

This Part contains the draft Contract that Tenderers are required to consider and comment on in their Tender submission.

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| 1.6 Tenderer's expectations |
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1.6.1 This Request for Tender does not itself give rise to legitimate expectations. However, Tenderers may expect that FPBS will:

1.6.1.1 Preserve the confidentiality of the Tenderer's confidential information (subject to the remaining provisions of this Request for Tender); and

1.6.1.2 Afford every Tenderer the opportunity to compete fairly.

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PART 2. INTERPRETATIONS

2.1 Definitions

In this Request for Tender, the following definitions apply, unless the contrary intention appears:

“**F.S.T**” means Fiji Standard Time

“**Contact Person**” means the person referred to in clause 3.1.6 of Part 3 *Tender Conditions*.

“**XXXXXX**” means requested items in this tender.

“**Closing Date**,” means the date after which no Tender submissions will be accepted.

“**Contract**” means any contract(s), which may be executed as a result of this Request for Tender.

“**Goods**” means the goods to be supplied by the successful Tenderer(s) pursuant to a Contract, more particularly described in Schedule 4 of the Draft Contract.

“**Part**” means a part of this Request for Tender.

“**Pricing Table**” means the pricing table contained in ‘Part 4 of the Tender Response Worksheet.xls’ that Tenderers are required to complete.

“**Presentation**” means the various configurations of a product (e.g. bottle, tube, wipe etc.).

“**Request for Tender**” refers to all sections of this document.

“**Tenderer**” means a person or entity that submits a Tender submission in relation to this Request for Tender and **Tenderers** means all of them.

“**(Mandatory)**” means Tenderers are required to submit a response to this clause. A checklist of mandatory clauses requiring a response is contained in Annex 5D

“**Ministry of Health**” means Ministry of Health corporate entity which includes FPBS.

“**GTB**” means the Government Tender Board

“**FPBS or FPBSC**” means Fiji Pharmaceutical & Biomedical Services Centre

“**FPO**” means Fiji Procurement Office, the Secretariat to the Government Tender Board

“**Supply of Medical Imaging Consumables**” means requested items in this tender.

2.2 Rules of Construction

2.2.1 Subject to any inconsistency or context, the following rules of construction will be used to interpret this Request for Tender:

2.2.1.1 Any word importing the plural includes the singular and vice versa;

2.2.1.2 Any word importing a gender shall include all other genders;

2.2.1.3 A reference to a body corporate includes a reference to natural persons or other forms of associations and vice versa; and

2.2.1.4 A reference to a statute shall include all statutes amending, consolidating or replacing the statute.

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PART 3. TENDER-CONDITIONS

3.1 General conditions of Tender

Tender conditions

- 3.1.1 The Tender conditions set out in Part 3 "Tender Conditions" govern the Tender process in relation to the Request for Tender for the Supply of Medical Imaging Consumables to FPBS.

Tenderer must inform itself

- 3.1.2 It is the Tenderer's responsibility to make all necessary investigations for it to become thoroughly informed about the subject matter of this Request for Tender, the nature of the goods to be provided and to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect its Tender and which is obtainable by the making of reasonable enquires.

Information

- 3.1.3 The information contained in this Request for Tender is provided to assist Tenderers to prepare a Tender submission.
- 3.1.4 All the Tender information provided in this Request for Tender is provided in good faith. None of the information is guaranteed. It is the Tenderer's responsibility to interpret and assess the relevance of the information. FPBS is not liable for any liability, loss, damage or expense incurred or suffered by a Tenderer as a result of inaccurate or inadequate information it provides.

Disclaimer

- 3.1.5 Ministry of Health & Medical Services reserves the right to consider data supplied on other than the format prescribed in the RFT as a non-conforming tender submission. Refer to Annexure 4D – Mandatory Response Checklist.

Clarification

- 3.1.6 Tenderers may seek clarification in relation to this Request for Tender, up to **Five** working days prior to the closing date of the Tender – known as the last query date. Please direct a written inquiry either by fax, e-mail or by mail to the Contact Person named. Refer to Clause 3.1.9.
- 3.1.7 Tenderers should draw the Contact Person's attention to any ambiguity or discrepancy in this Request for Tender.
- 3.1.8 Tenderers should expect that in response to a query submitted before the Last Query Date, FPBS will either provide an answer or provide written notice that no answer will be given. FPBS reserves the right to:
- 3.1.8.1 Inform all other potential Tenderers of the question or matter raised and the answer given (without identifying any potential Tenderers by name), but may at its discretion choose not to do so; and
 - 3.1.8.2 Respond or not respond to any query or matter raised after the Last Query Date.

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Contact Person

3.1.9 The only person authorised to communicate with Tenderers are:

1. Ms. Petrina Underwood

Fiji Procurement Office | email: petrina.underwood@finance.gov.fj | ph: 3221246

2. Mr Emmanuel Reddy

FPBS | email: emmanuel.reddy@health.gov.fj | ph: 3388000 ext 107

Note: Tender submissions are not to be lodged with the FPBS. Details of when and where Tender submissions are to be lodged are contained in clause 3.2.1.6 in this Part 3.

3.1.10 Tenderers must note that, unless authorised in advance and in writing by the Ministry of Health & Medical Services, they are not permitted to make contact with Ministry of Health staff (including contacting nurses / Pathology technicians) in preparing a Tender submission to this Request for Tender. Unauthorised communication with Ministry of Health staff (whether or not in writing), may lead to disqualification of Tenderers from this Tender process.

Ministry of Health property

3.1.11 All Tender documents and copyright in all Tender documents belong to and remain the property of Ministry of Health at all times. A Tenderer must not use or disclose the Tender documents in any way or for any purpose not connected with the preparation and submission of a Tender.

Disclosure of Tender and contract details

3.1.12 Subject to the provisions of this Request for Tender and the conditions of any subsequent Contract, all documents provided by the Tenderer will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in the Tender documents, the Tenderer, by submitting the Tender, licenses Ministry of Health & Medical Services through FPBS to reproduce the whole or any portion of the Tender documents for the purposes of Tender evaluation.

3.1.13 In submitting its Tender, the Tenderer accepts that the Ministry of Health may publish the name of the successful or recommended Tenderer(s).

No economic opportunity

3.1.14 By lodging a Tender submission to this Request for Tender, the Tenderer affirms that it has not given, offered to give, nor intends to give at any time thereafter any inducement or reward including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service of personal gain to any public servant, or employee, agent or subcontractor of the Ministry of Health, in connection with the submitted Tender. **(Mandatory)**

3.1.15 If the Tenderer is found to have offered any inducement or reward in accordance with the above clause, or is found to have committed corrupt conduct, the Tender submission shall be disqualified and any resulting contract shall be void.

3.1.16 Tenderers should note that any offer of an inducement or reward to any employee or agent of Ministry of Health or any other person specified at 3.1.14 in connection with

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this Request for Tender or any Tender submission may constitute a criminal offence and/or corrupt conduct.

Ongoing obligations

- 3.1.17 The conditions set out in this Request for Tender are ongoing. Each Tenderer must honour the conditions until Ministry of Health releases the Tenderer from those obligations. If any Tenderer does not honour this obligation, Ministry of Health may, at its discretion:
- 3.1.17.1 Not consider a Tender submitted by that Tenderer;
 - 3.1.17.2 Terminate negotiations with that Tenderer;
 - 3.1.17.3 Terminate any contract that may have been executed by Ministry of Health and the Tenderer in connection with this Request for Tender without incurring any liability to that Tenderer; or
 - 3.1.17.4 May pursue any other legal or equitable remedy available to Ministry of Health in respect of the Tenderer's breach.

Governing law

- 3.1.18 The laws of the Republic of Fiji Islands govern this Request for Tender and the Tender process.

3.2 Lodgement of Tender submissions and tender requirements

Requirements for Tender submission

- 3.2.1 A Tender submission **must** comply with the following requirements:
- 3.2.1.1 It must be in the format required by this Request for Tender;
 - 3.2.1.2 It must be completed in English;
 - 3.2.1.3 It must be signed by the Tenderer or by an authorised representative of the Tenderer. The Tenderer must provide evidence of any authorisation if requested by the FPBS; **(Mandatory)**
 - 3.2.1.4 Two copies of the tender response-1 original +1 copy must be lodged in a sealed envelope containing: **(Mandatory)**
 - 3.2.1.4.1 CD or USB e-copy of the Tender submission using as a minimum, Microsoft Word for Windows 98 for text and tables, and Microsoft Excel for Windows 98 for spreadsheets.
 - 3.2.1.5 The sealed envelope must be clearly marked "Request for Tender – Medical Imaging Consumables" **(Mandatory)**.
 - 3.2.1.6 It must be delivered to:

***The Secretary, Government Tender Box
Ministry of Finance, Ro Lalabalavu House, 4th Floor West Wing, Suva***
 - 3.2.1.7 **FPO** will advise of closing date upon advertisement of tender.
 - 3.2.1.8 Tenderers must make their own arrangements about delivery of Tender submissions to the Tender Box referred to in clause 3.2.1.6 above. Ministry of Health takes no responsibility for any Tender submission that is delivered by any agent or representative of the Tenderer.

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- 3.2.2 FPO reserves the right to refuse Tender submissions delivered to the wrong Tender Box, by post or any other manner that does not comply with the specified method of delivery.

Binding and irrevocable offer

- 3.2.3 By submitting a Tender, the Tenderer becomes bound by these Tender Conditions. The Tender submission constitutes a binding and irrevocable offer by the Tenderer. The Tender submission must remain fixed and open for acceptance by Ministry of Health for ninety days from the Closing Time for Submissions. A Tender cannot be withdrawn after it has been submitted to FPO except with the written consent of FPO (**Mandatory**)

Non-complying Tender

- 3.2.4 Any Tender submission that does not comply with all of the Tender Conditions may be considered to be a non-complying Tender and may be rejected at Ministry of Health's discretion.

No contractual relationship established

- 3.2.5 The Tender process is an invitation to treat and not an offer. Submission of a Tender does not create a contract for the provision of the Goods which are the subject of this Request for Tender in any way ***unless and until*** the Tender is accepted by FPO ***and*** the parties execute a Contract. The issue of this Request for Tender and the submission by the Tenderer do not create any obligation upon the Ministry of Health to buy Goods from the Tenderer or to enter into any binding legal relationship with any one or more Tenderers.

No change of Tender after closing date

- 3.2.6 A Tenderer may not change its Tender after the Closing Time for Submissions, unless Ministry of Health invites it in writing to do so.

Undertaking by Tenderer

- 3.2.7 By submitting a Tender, the Tenderer undertakes that it has observed all relevant statutory and other regulatory authority requirements in the formulation of its Tender submission and has completed the checklist at Annex 4D.

Late Tenders

- 3.2.8 FPO will not consider any tender received later than the Closing Time for Submissions unless there are explicit and conclusive or extenuating circumstances which show that the late receipt resulted from mishandling by it. In the latter case, a Tender will be deemed to be received before the Closing Time.

Legibility

- 3.2.9 Tenders containing alterations or erasures and Tenders in which prices are not clear or legible may be excluded from consideration.

3.3 Information to be included in the Tender submission

Format of Tender submission

- 3.3.1 The Tender submission must contain all of the information requested in this Request for Tender. In particular, each Tenderer must complete each of the forms/spreadsheets set

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out in Part 4. Tenderers are requested to only provide information that has been specifically requested in this Request for Tender. **(Mandatory)**

- 3.3.2 Submissions that are received and that does not **clearly** indicate the Tenderer's Offer, may be disadvantaged.

Offered prices

Offered prices

- 3.3.3 Tenderers **must** indicate the prices at which the Tenderer is supplying the Goods. Prices should be quoted in **CIF SEA and or AIR Suva Basis for overseas suppliers and VEP FJD for local suppliers**. Refer 'Part 4 Annexure 4B Pricing Information. **(Mandatory)**
- 3.3.4 Unless otherwise indicated, prices tendered shall include all applicable costs, royalties, levies, duties, freight, charges and other taxes payable on or in respect of the Goods as varied from time to time up to the stated point of delivery. The Contractor shall obtain any export or other licenses required for the goods and the costs included in the tendered price. **(Mandatory)**.
- 3.3.5 Tenderers must specify the prices for the provision of the Goods by strictly using the Pricing Table Template Annexure 4B contained in 'Part 4 Tender Response. **(Mandatory)**
- 3.3.6 Tenderers must quote on CIF unit price for each line item in the Sea and Air freight Category. The freight component should not be based on the whole category as FPBS may purchase the items on individual or group of items. However the tenderers are encouraged to provide individual item prices with consolidated freight cost per category as well to indicate willingness of offering whole category listing. **(Mandatory)**

Best Price Offer

- 3.3.7 Tenderers are invited to submit their best offers.
- 3.3.8 Tenderers best offers will then be assessed firstly the product quality, secondly comply with tender expectation and value added service provided.

Price Adjustments during the Term of the Contract

- 3.3.9 All aspects relating to Price and Price Adjustments are to be based on the draft contract contained in Part 5.

Exchange rate variation

- 3.3.10 All prices are to be specified in **US** currency for overseas bidders and FJD for local bidders. Requests to vary prices based on exchange rate variations will be based on the draft contract contained in Part 5.

Delivery charges

- 3.3.11 All freight cost charges shall be included in the offered prices. Tenderers are to ensure that when submitting their offer that the offered price is the **total delivered cost** to the Port of Suva for overseas and local tenderers **(Mandatory)**
- 3.3.12 Prices tendered must include suitable packaging to protect the products from the environment and potential contamination during transportation.
- 3.3.13 Heat sensitive products requiring cool storage must be shipped by air in insulated containers in accordance with the manufacturers recommended storage conditions.
- 3.3.14 Where prices at 3.3.4 are for sea freight, Tenderers shall also provide pricing on the basis of delivery by airfreight at the request of FPBS where changes in FPBS circumstance require receipt earlier than the scheduled delivery date.

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Alternatives

- 3.3.15 Tenderers may, at their option, provide details of any other goods or services not included in the scope of this Request for Tender, which could be made available to the Ministry of Health & Medical Services that are cost competitive or offer substantial customer benefits. Ministry of Health & Medical Services acknowledges that value added offers can be of assistance to it.

Risks

- 3.3.16 Tenderers are requested to identify any risks or liability they expect to encounter in providing a Good, or any risk or liability that may be incurred by Ministry of Health using the Good.

Quality Standards

- 3.3.17 The quality standard requirements for this tender have been specified in Part 4E

Continuous improvement, cost reduction initiatives and quality management

- 3.3.18 The Tender submission invites Tenderers to comment on how they will apply their past experience to continually improve: **(Mandatory)**
- Service quality;
 - Communications and customer service;
 - Information reporting;
 - Documentation, including invoicing;
 - Price, particularly cost reduction; and
 - Management support.
 - New Supply or further supply in cases of emergency.

Transitional business plan

- 3.3.19 Tenderers may elect to submit as an attachment, a transitional business plan that details how the Tenderer will manage:
- Communication;
 - Exceptions;
 - Individual Requirements;
 - Implementation Timetable;
- At the commencement and the finalisation of the Contract period
- Tenderers should submit the period of time they will require to gear up to fully service this Tender.
 - Tenderers should not expect that the time submitted will be accepted by Ministry of Health without further negotiation.
 - Tenderers should indicate their willingness to continue to supply goods under the terms and conditions of this agreement after expiry of the agreement if required by Ministry of Health & Medical Services.

Insurance

- 3.3.20 The successful Tenderer(s) will be expected to have in place insurance arrangements appropriate to the Goods being provided and in the terms specified by Ministry of Health or as recommended to it by Ministry of Health, with public liability product liability, and, where relevant, professional indemnity insurance. **(Mandatory)**
- Public Liability \$10 million
- Product Liability \$1 million

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Professional Indemnity \$1million

- 3.3.21 The Tender submission must provide as an attachment, details of the insurances currently held by the Tenderer. **(Mandatory)**

Credit return policy

- 3.3.22 Tenderers are required to provide full details of their credit return policy **(Mandatory)**

Declarations by Tenderer

- 3.3.23 The Tender submission must include the signed declarations in the form contained in Annexure 4A Request for Tender. **(Mandatory)**

Statement of Compliance

- 3.3.24 The Tender submission must set out the Tenderer's acceptance of each of the provisions contained in Parts 3 and 5 and the extent to which the Tender submission does not meet any of the requirements of this Request for Tender at Annexure 4D Mandatory Responses checklist. **(Mandatory)**
- 3.3.25 Incomplete submissions (i.e. failing to address all mandatory clauses in this Request for Tender) may be disqualified or assessed solely on the data received with the Tender submission.
- 3.3.26 Where there is no response to the mandatory clause conditions of the Request for Tender, Tenderers will be deemed not to comply with the stated requirement. Where Tenderers are unwilling to accept a condition, the non-acceptance and the reason for the non-acceptance must be clearly stated. Prominence must be given to the statement - it is not sufficient that the statement should only appear as part of an attachment to the Tender, or be included in a general statement of the Tenderer's usual operating conditions.
- 3.3.27 All items, features, functions etc., specified in this Request for Tender should be regarded as mandatory requirements unless explicitly identified as otherwise. However, a Tenderer may submit an alternative proposal provided that it is clearly identified as "Alternative - non complying" wherever it fails to comply with the Request for Tender and provided that supplementary material (including associated prices) accompanies it and which demonstrates in detail that such an alternative will fully achieve all the functions required by the Request for Tender together with any additional features which may be advantageous to the FPBS.
- 3.3.28 Responses to each mandatory clause of Parts 3 and 5 in this Request for Tender in the Mandatory Responses Checklist must be limited wherever possible to the following:

COMPLIES

This means:

- In the case of a clause which is of an informative nature only, that the clause has been read and understood;
- In the case of a clause which imposes a contractual condition, that the condition is agreed to; and
- In the case of a clause which specifies a characteristic or performance standard to be met by the goods to be provided, that the offer is to provide the characteristics or standard.

Where appropriate, Tenderers should state or describe how the requirement is to be met.

PARTIALLY COMPLIES

This means:

- In the case of a clause that imposes a contractual condition, it can only be met subject to certain qualifications. Those qualifications must be stated in full; and

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Modification Required Modifications to the Goods offered will be made to meet the requirement.

All costs for modifications must be included in the fee proposal.

DOES NOT COMPLY

- This means that the complete contractual conditions, or characteristics or performance standard of the clause are not met by the offer. Full details of non-compliance must be stated.

* Responses such as “noted” are unacceptable as a statement of compliance.

Contract

3.3.29 The Tender submission must set out at Annexure 4D whether the Tenderer accepts the terms and conditions of the draft Contract contained in Part 5. If the Tenderer does not accept each and every term and condition of the draft Contract, it must clearly indicate, as an Attachment, the amendments required and provide an explanation as to why that amendment is required in their Tender submission. **(Mandatory)**

Execution

3.3.30 The Tender submission must be signed for and on behalf of the Tenderer by a director or duly authorised representative of the Tenderer having the authority to make the declarations set out in Part 4 of this Request for Tender and to bind the Tenderer. The name, office and authority of the person signing the Tender submission on behalf of the Tenderer must be clearly stated and verified by the Tenderer.

3.4 Evaluation of tender

Evaluation criteria

3.4.1 The criteria contained in clause 3.4.2 may be used but not restricted to.

3.4.2 The criteria contained in clause 3.4.2 are not listed in any particular order of importance.

- Suitability and Effectiveness of Goods offered;
- Completeness of Product Range offered;
- Overall Best Value (which means price and whole of Contract cost);
- Price variation conditions.
- Discounts and rebates offered;
- Trading terms,
- Stock holdings, Delivery Lead times for initial and ongoing supply, emergency response times
- Tenderer's expertise, experience, current performance and reliability; including Referee reports
- Product availability and support;
- Compliance with the conditions for this Request for Tender
- Delivery Options

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Process of evaluation

- 3.4.3 The proposed timetable for the Tender evaluation process is detailed in clause 1.4.1 of Part 1.
- 3.4.4 Once the evaluation process is completed, Ministry of Health will select one or more Tenderers as preferred Tenderers. The preferred Tenderers will become the successful Tenderers if the parties execute a Contract substantially in the form set out in Part 5.

Presentation and clarification of Tender submission

- 3.4.5 Ministry of Health may require a Tenderer to demonstrate to its satisfaction that the Tenderer is able to meet the requirements of the Tender.
- 3.4.6 Ministry of Health may seek clarification of any Tender submission after the Closing Date and before the completion of evaluation.

Samples

- 3.4.7 Bidders have to provide samples for which they have bid for. [Mandatory]

FPO and GTB has absolute discretion

- 3.4.8 **FPO** and **GTB** has absolute discretion in relation to the evaluation of Tenders and the selection of a preferred or successful Tenderer and in particular Ministry of Health may, at its sole discretion:
- Choose not to consider or to (at any time) reject a Tender submission in which the Tenderer proposes to cap its liability;
 - Extend the Closing Date for this Request for Tender;
 - Award the contract to one or more Tenderers;
 - Amend this Request for Tender or its requirements at any time prior to the Closing Time for Submissions, providing notice is given to all Tenderers;
 - Abandon this Request for Tender whether before or after the receipt of Tender submissions;
 - Ask any Tenderer to clarify any ambiguity in its Tender submissions, or to provide additional information in support of its response at any time after the Closing Time for Submissions;
 - To negotiate directly with any Tenderer after the Closing Time for Submissions (including parallel negotiations);
 - Choose not to accept any Tender submission;
 - Choose not to accept the lowest price Tender submission;
 - Accept a Tender submission either conditionally or unconditionally;
 - Accept a non-conforming Tender submission;
 - Not consider a Tender submission that does not meet the requirements of this Request for Tender; and
 - Disclose the identity of the successful Tenderer(s).

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3.5 Selections and Appointment

Appointment of one or more preferred Tenderers

3.5.1 Ministry of Health (*In Consultation with GTB*) may in its discretion:

- select one or more preferred Tenderers by notice in writing.
- request further information from each of the preferred Tenderers.
- subsequently appoint a preferred Tenderer as the successful Tenderer or as a member of a group of suppliers.

Appointment of successful Tenderer

3.5.2 When **GTB** has selected one or more successful Tenderers, it will notify the/those successful Tenderer(s) in writing.

No right of recourse

3.5.3 A Tenderer is not entitled, in any jurisdiction, to challenge any decision by **GTB** including the following decisions:

- To appoint one or more preferred Tenderers or successful Tenderers;
- To enter into a contract with one or more preferred Tenderers or successful Tenderers; or
- To cancel a Tender at any time.

Responsibility and liability

3.5.4 Any party expending money, making commitments or incurring liabilities on the basis of responding to this Request for Tender or in relation to any matter contained in this Request for Tender, does so at its own risk and expense. Ministry of Health excludes and disclaims all responsibility and liability in relation thereto.

Decision

3.5.5 The final decision as to whether or not to award a Contract (and, if so, to whom) lies with Government Tender Board.

3.5.6 Government Tender Board undertakes to inform each Tenderer whether or not its Tender submission is successful, and may (but need not) disclose the identity of the successful Tenderer to other Tenderers.

3.5.7 Unsuccessful Tenderers may apply for a debriefing in relation to their response. The debriefing is offered to assist Tenderers to improve their position for future activity. These sessions are not forums for debating the evaluation process or the decision.

3.5.8 Ministry of Health is not under any obligation to:

Enter into discussions with Tenderers in relation to the rejection of any Tender submission;
or

Give reasons for not accepting any of the Tenders.

3.6 The Contract

Successful tenderer(s) to enter into Contract

3.6.1 The successful tenderer(s) will be required to enter into a Contract with Ministry of Health substantially in the form set out in Part 5. The Contract sets out the terms and conditions upon which the Goods are to be provided.

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- 3.6.2 Until successful tenderer(s) have executed contracts with Ministry of Health tenderer(s) are not permitted to disclose the outcome of the tender. Successful tenderer(s) that disclose the outcome prior to the execution of a contract may be disqualified from the tender

Amendments proposed by Tenderers

- 3.6.3 As indicated in clause 3.3.37 of Part 3 of this Request for Tender, Tenderers are to indicate whether they accept the terms and conditions of the draft Contract. If Tenderers do not accept a term or condition of the draft Contract, they must clearly indicate as an attachment, the amendments required and provide an explanation as to why that amendment is required in their Tender submission.

Contract

- 3.6.4 Ministry of Health reserves the right to include amendments to the Contract in the course of the tender process or in the negotiation of the Contract. Ministry of Health, after any request from the successful tenderer(s) for amendment, is made to it at the negotiation, may refuse the amendments totally or partially at its discretion.

Entry into Contract

- 3.6.5 When Ministry of Health advises a Tenderer that it is the successful Tenderer pursuant to clause 3.5.1 above, it will attach the Contract to the notification in the form agreed to by the parties for execution by the successful Tenderer.

Failure to execute Contract

- 3.6.6 Without prejudice to any of its other rights, if the Tenderer fails to execute the Contract within 4 weeks of the date the Tenderer receives notification that it is the successful Tenderer, Ministry of Health may, at its sole discretion, cancel its award of the Tender to the Tenderer and recover from the Tenderer any losses to Ministry of Health has sustained as a consequence of the Tenderer's failure to fulfil its obligations.

Contract is final

- 3.6.7 The Contract between Ministry of Health and the successful Tenderer governs the relationship between the parties for the term of the Contract. A party cannot rely on any statement, promise or representation made during the negotiation process that is not included in the Contract.

PART 4. RESPONSE

Respondents to this Request for Tender must complete the forms contained in the attached Microsoft Excel® spreadsheet titled,

“Part 4 – Tender Response Supply of Medical Imaging Consumables”

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Annexure 4A: RESPONSE TO OFFER FORM

**TENDER SUBMISSION IN RESPONSE TO THE REQUEST FOR
TENDER FOR SUPPLY OF MEDICAL IMAGING CONSUMABLES**

**To: The Secretary
 Government Tender Board
 Fiji Procurement Office
 Level 4, Rolalabalavu House
 Suva**

Issued: < insert Date >

Having examined the Request for Tender and being fully satisfied as to the Tenderer's abilities and experience in all aspects to satisfy the requirements of the Request for Tender, the Tenderer hereby submits this Tender to FPBS as a binding and irrevocable offer to provide the Goods being tendered for:

- On the terms and conditions set out in the Tender Conditions; and
- On the basis of the prices quoted and information provided in the Tenderer's submission in accordance with the Tender Conditions.

By submitting this Tender, the Tenderer undertakes and covenants that it has observed all relevant statutory and other regulatory authority requirements in the formulation of its Tender submission and has not:

- Accepted or provided secret commissions;
- Entered into any improper commercial arrangements with any other tenderer;
- Colluded with other Tenderers; or
- Sought to influence decisions by improper means.

Signed for and on behalf of the Tenderer by a director or duly authorised representative of the Tenderer having the authority to make the declarations set out above and to bind the Tenderer.

Signature

Name (please print)

Position (please print)

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Annexure 4B: Pricing INFORMATION

Clauses 3.3.3 and 3.3.5 of Part 3 of the Request for Tender set out the pricing information which Tenderers are required to supply with their Tender submission. To assist in the evaluation of the information supplied, tenderers must complete the tables: Refer to Appendix 4 – Annexure 4B – Pricing Information

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Annexure 4C: Statutory Declaration – Probity Declaration

I,
[Here insert name and address of the person making the declaration], a director/partner [delete as applicable]
of
[Here insert Tenderers name], do solemnly and sincerely declare as follows:

That I am authorised by [company name] to make this declaration;

That the Tender submission to which this statutory declaration is appended has not been prepared with the benefit of:

- 1.1. Information obtained from a current or former employee of in circumstances that constitute a breach of an obligation of confidentiality or fidelity on the part of that person; or
- 1.2. Information otherwise improperly obtained from FPBS.

That:

- 1.3. Subject to the exceptions (if any) notified to the Tenderer, the Tenderer has only initiated contact with personnel nominated in the Request for Tender as the Contact Persons;
- 1.4. The Tenderer, through its officers, employees and agents, has not attempted and will not attempt, to influence improperly an executive of FPBS in connection with the assessment of tenders;

and I make this solemn declaration, conscientiously believing the statements contained in this declaration to be true in every particular.

.....
(Signature of person making declaration) Printed Name

Declared at
on the day of, 2....
Before me,

.....
[Signature of person before whom declaration is made]

.....
[Here insert name and title of person before whom declaration is made]

Request for Tender for Supply of Medical Imaging Consumables

Annexure 4D: Mandatory Responses Checklist

| Tender Requirement | Comply/Partially/Does not Comply | Comment |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| 3.1.14 No economic opportunity given or offered to give | | |
| 3.2.1.3 Tender must be signed by Tenderer or authorised representative | | |
| 3.2.1.4 E-copy CD or USB should be submitted together with the tender submission | | |
| 3.2.3 Binding and Irrevocable Offer | | |
| 3.3.1 Tender submission must contain all information Requested in Request for Tender | | |
| 3.3.3 Prices should be quoted in CIF SEA and or AIR Suva Basis for overseas suppliers and VEP FJD for local suppliers. | | |
| 3.3.4 Supplier shall obtain any export or other licences required for the goods. All costs to FPBS must be included in the offered price | | |
| 3.3.5 Prices must be specified for the provision of goods by using the Pricing Table Template contained as Part 4B-Pricing Schedule. | | |
| 3.3.6 Prices specified as individual item prices with consolidated freight cost per category as well to indicate willingness of offering whole category listing. | | |
| 3.3.14 All freight cost charges shall be included in the offered price to the port of destination | | |
| 3.3.28 supplier must have insurance in place | | |
| 3.3.29 Tender submission must include details of insurances held | | |
| 3.3.30 supplier must provide details of their credit returns policy | | |
| 3.3.31 declaration by Supplier – Annex 4A must be signed | | |
| 3.3.37 Suppliers must comply with the specification contained as Annexure 4E and the draft contract at Part 5 | | |
| 3.3.26 Tenderer must submit as an attachment on amendments required on the terms & condition of the draft contract & explanation on why amendment is required | | |

PART 5. DRAFT CONTRACT CONDITIONS

For

PURCHASE OF MEDICAL IMAGING CONSUMABLES