



TERMS OF REFERENCE

**TENDER REFERENCE – FLEET 04/2023 PURCHASE OF NEW
MOTOR VEHICLES**

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1. Advertisement

The following are excerpts and addendums from the advertisement for Legal Aid Commission as it originally appeared in the local media and should be used as the basis to submit your proposals:



"Providing Greater Access to Justice For All Fijians"

Tender Reference- Fleet 04/2023 Purchase of New Motor Vehicles

The Legal Aid Commission invites sealed tenders from Motor Vehicle Dealers for the Purchase of New Motor Vehicles.

Bidders must state the outright purchase price for each vehicle.

Preference will be given to the suppliers offering value added services such as servicing & spare parts agreement and discount on bulk purchase.

Please visit the Legal Aid Commission website <https://www.legalaid.org.fj/> for further information and documentation.

This Tender will close at 3:00pm on Friday, 29th September, 2023.

It is mandatory for bidders to submit a hard copy of tenders in sealed envelopes and clearly marked as –

"Tender No. Fleet 04/2023 – Purchase of New Motor Vehicles" must be addressed as; **"The Tender Committee, Legal Aid Commission, Ground Floor, 73 Gordon Street, Suva;** and be deposited in the Tender Box located at the Legal Aid Commission, Ground Floor, 73 Gordon Street, Suva; by no later than the above stipulated date and time.

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act.

All late tenders, unmarked envelopes and envelopes without bidder's name and address on the reverse will not be accepted and will be returned unopened to the Tenderers.

The lowest bid will not necessarily be accepted as the successful bid.

The Legal Aid Commission reserves the right to accept, reject or negotiate with one or all bidders.

1.1. General Terms and Conditions

Following general terms and conditions will apply.

1.1.1. Submission of Tenders

All tender proposals must be submitted in hard copy, sealed envelope to be dropped off in the Tender Box, clearly marked as **“Tender – Fleet 04/2023 Purchase of New Motor Vehicle, no later than: “3:00pm (Fiji Time) on Friday, September 29th, 2023”**

1.1.2. All Tenders submitted must be addressed to:

**Tender Committee
Legal Aid Commission
Ground Floor
73 Gordon Street
Suva.**

1.1.3. The Tender response must be in English.

1.1.4. Should the Tenderer become aware of any discrepancy, error or omission in the Tender document submitted, and the Tenderer wishes to lodge a correction or provide additional information that material must be in writing and lodged prior to the Tender closing time.

1.2. Format of Tender Response

Letter of Transmittal Each Tenderer MUST provide a formal letter of transmittal that should:

1.2.1. Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization; include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations, including their expected roles in negotiations and in performance of any resulting Agreement.

1.2.2. Provide a contact name, address, facsimile number and email address which the Legal Aid Commission will use in serving notices to the Tenderer.

1.2.3. Tenders submitted without a signed letter of transmittal will be excluded from further consideration after the initial tender responsiveness analysis.

1.3. Late Tenders

Any Tender lodged "AFTER" the closing time will be deemed late and unacceptable.

1.4. Amendment of RFT

The Fijian Legal Aid Commission may, at their sole and absolute discretion, vary, add to, or amend the terms of this RFT, including the nature and/or scope of the leasing services required under this RFT; and any other subject matter to which this RFT relates.

1.5. Termination of RFT

The Fijian Legal Aid Commission may, at their sole and absolute discretion, suspend, terminate or abandon part or the whole of this RFT, at any time prior to the execution of a formal written agreement acceptable to the parties involved, by an authorized officer of Legal Aid Commission and by the Successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

1.6. Questions about this RFT

Questions pertinent to an understanding or clarification of this RFT must be submitted to *Maciu.Sakealevu@legalaid.org.fj*

1.7. Tenderer's Risk

A Tenderer's participation in any stage of the Tender process is at the Tenderer's sole risk, cost and expense, in particular, all costs incurred by or on behalf of the Tenderers in relation to this RFT, including preparing and lodging the Tender and providing Legal Aid Commission with any further information are wholly the responsibility of the Tenderer.

The Legal Aid Commission accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with any Tender or any participation in the Tender process.

1.8. Other Rights

The Fijian Legal Aid Commission has no obligation:

To consider and/or accept the lowest priced Tender or any Tender regardless of its compliance or non-compliance with the RFT; or
As to the manner, timing or the basis of the consideration of a Tender.

The Fijian Legal Aid Commission may consider and/or accept any Tender regardless of its compliance or non-compliance with the RFT.

The Legal Aid Commission reserves, at their sole and absolute discretion, the right to:
Negotiate with one or more Tenderers during the Evaluation stage;
Call for new Tenders;
Alter, amend or vary the terms of the draft Agreement at any time including, without limitation, during negotiations; and/or
Enter into several separate Agreements with different Tenderers or other parties for the supply of individual services required under this RFT.

1.9. No Legal Obligation

No legal obligation or agreement whatsoever is intended to be or is created between the Fijian Legal Aid Commission and the Tenderers, or any one of them, by virtue of the Tender process (including but not limited to statements contained in this RFT) unless and until Agreement negotiations are completed and a formal written Agreement (or Agreements) acceptable to LEGAL AID COMMISSION is entered into and executed by an authorized officer of the Legal Aid Commission and the Successful Tenderer/s.

1.10. Clarification and Variation of Tenders

Legal Aid Commission may, at their absolute discretion seek clarification or request further information from Tenderers after the closing date for the submission of Tenders.

Each Tenderer must nominate a person to provide additional information or answer specific questions that may arise during the selection process as required by Legal Aid Commission.

Tenderers whose Tenders have been short listed may be required, to engage in formal discussions with the Legal Aid Commission, facilitate site visits at their own cost or make presentations to the Fijian Legal Aid Commission on their Tenders. In such an event, LEGAL AID COMMISSION will make the necessary arrangements with Tenderers.

1.11. Ownership of Documents

This RFT is the property of LEGAL AID COMMISSION. The Tenderer will return the RFT to the Legal Aid Commission on request.

Copyright in this RFT is owned by the Fijian Legal Aid Commission. All rights are reserved. No part of this RFT may be reproduced or adapted in any form by any means without the written permission of the Fijian Legal Aid Commission.

Without affecting any intellectual property rights which may exist in a Tender, all Tender documents become the property of the Fijian Legal Aid Commission on their submission and Legal Aid Commission agencies may copy or use them as it sees fit including for any purpose necessary or ancillary to the RFT process or the Agreement, its performance or administration.

1.12. Preferred Tenderer Selection

Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by the Legal Aid Commission as the Preferred Tender/s.

The LEGAL AID COMMISSION may decide not to accept any Tender or reject all Tenders at any time. The Fijian Legal Aid Commission reserves the right to cancel this RFT and pursue an alternative course of action at any time.

A Tenderer will not be deemed to have been selected as one of the Preferred Tenderer/s unless and until notice in writing for and on behalf of the Fijian Legal Aid Commission of such selection is:

Handed to the Tenderer; or

Is sent by prepaid post to or is left at the address stated in the Tender for service of notices; or

Sent by facsimile to the number provided by the Tenderer, followed by an original by post.

Selection of Preferred Tenderer/s will not represent acceptance of the Tender/s and no binding relationship will exist between the Preferred Tenderer/s and the Fijian Legal Aid Commission until a written agreement acceptable by all relevant Legal Aid Commission agencies is executed on behalf of the Fijian Legal Aid Commission by an authorized officer of Legal Aid Commission and the Successful Tenderer/s.

1.13. Security, Privacy and Confidentiality

A Tenderer, and its officers, employees, agents and advisers, must comply with any security clearance checks and procedures required by the Legal Aid Commission.

Each Tenderer must ensure that its officers, employees, agents, subcontractors or advisers involved in the Tender process do not either directly or indirectly record, divulge or communicate to any person any information concerning the affairs of the Legal Aid

Commission, including any information relating to this Tender process.

Tenderers and their officers, employees, agents, subcontractors and advisers must not take steps to obtain, or use, confidential information of Legal Aid Commission other than information which is publicly available or made available by Legal Aid Commission to Tenderers during the Tender process.

During the RFT process no employee, agent or representative of any Tenderer will make available or discuss its Tender response with the press, any elected or appointed official or officer of the Fijian Legal Aid Commission or any employee, agent or representative of the Legal Aid Commission unless specifically authorized to do so in writing by the LEGAL AID COMMISSION. If this provision is breached, LEGAL AID COMMISSION, may exclude that Tenderer from this Tender process.

By submitting a Tender, the Tenderer acknowledges and consents to the Legal Aid Commission disclosing any information provided by the Tenderer, whether confidential or not, if:

That disclosure is required by law;

That disclosure is required to meet either commissions' or other relevant authority reporting or accountability requirements, including, without limitation, the requirements of:

The Auditor General's Office or any other auditor;

The Fijian Parliament and its Committees;

Legal Aid Commission Annual Reports;

the information is, or becomes, public knowledge, other than by breach of confidentiality by the Legal Aid Commission concerned or other unlawful means.

the disclosure is to the Legal Aid Commissions' consultants, advisers or agents and, if the information is confidential, those persons are under an obligation of confidentiality; or the disclosure:

Has been consented to by the Tenderer; or

is reasonably necessary to enable the Fijian Legal Aid Commission to exercise its rights or perform its obligations under this RFT or the Agreement.

1.14. Conduct of Tenderers

Conduct of Tenderers, may affect the outcome of their Tender responses, including non- consideration of the Tender.

Tenderers warrant to the Fijian Legal Aid Commission that they have not and will not engage in any of the following activities in relation to this RFT Process:

Attempts to contact or discuss the RFT process with officers, any member or staff or contractor currently working in LEGAL AID COMMISSION;

- Provision of gifts or future promise of gifts of any sort to the previously mentioned personnel;
- Accepting or providing secret commissions;
- Submitting an inflated Tender to the advantage of another Tenderer;
- Entering into any improper commercial arrangement with any other party;
- Seeking to influence any decisions of Legal Aid Commission by an improper means; or otherwise acting in bad faith, fraudulently or improperly.

1.15. Unlawful Inducements and Collusive Tendering

Tenderer and its officers, employees, agents and advisers must not:

Offer unlawful inducements in connection with the Tender process;

Or

Engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgment of Tenders.

1.16. Improper Assistance from Fijian Legal Aid Commission Staff

Legal Aid Commission policy is to exclude from further consideration Tenders which have been compiled with improper assistance of employees of the Legal Aid Commission, ex-employees, and/or contractors or ex-contractors of the Legal Aid Commission or that have been compiled utilizing information unlawfully obtained from the Legal Aid Commission.

1.17. Conflict of Interest

The Tenderer must warrant that to the best of its knowledge at the date of submitting its Tender no conflict of interest exists or is likely to arise in relation to this Tender during the Tender selection period by itself, its officers, employees, agents or any subcontractors.

If during the course of the Tender selection process a conflict or risk of conflict of interest arises, the Tenderer undertakes to notify the Legal Aid Commission immediately in writing of that conflict or risk of conflict.

1.18. Tenderer Ability

By submitting the Tender, the Tenderer warrants that the Tenderer has the necessary capacity, skill, knowledge and experience to comply with this RFT.

1.19. Payment Terms

Costs

All costs should be in Fiji Dollars inclusive of VAT.

1.20. Non-delivery of service(s)

The Fijian Legal Aid Commission reserves the right to hold part or the whole of any payment until such time that the product has been delivered to the quality, expectation and satisfaction of the Fijian Legal Aid Commission and or due to non-performance on the part of the Tender.

Non-performance may be classed as:

Failure to deliver on time

Failure to deliver the selected, approved and agreed vehicle

Failure to respond to queries within a reasonable amount of time

Failure to comply to standards of the Legal Aid Commission.

Introduction of unauthorized "new" clauses

1.21. Validity of the proposal

All proposals and prices shall remain valid for a period of at least ninety (90) calendar days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

1.22. Currency

Prices should be quoted in Fijian currency, VIP (VAT Inclusive Prices).

1.23. Qualifications and Capability

Potential bidders/tenderers that are interested in participating in LEGAL AID COMMISSION. must meet the following criteria:

- that they have the legal capacity under the laws of Fiji to enter into the contract;
- that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation and the personnel to perform the contract;
- that they are not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and they are not the subject of legal proceedings for any of the foregoing;

2. Financial Proposal

2.1. Cost Matrix Per Vehicle type and Variants.

Bidders should provide their cost breakdown in the following format.

Cost Matrix		
Category	Description	Outright Purchase Price
Motor Vehicle	<i>Brand</i>	
	<i>Model</i>	
	<i>Type</i>	
	<i>Year of Manufacture</i>	
	Servicing	
	<i>Servicing Intervals for Minor</i>	
	<i>Servicing Intervals for Major</i>	
	Warranty	
	Others (specify)	
	Total	

3. Detailed Requirements

3.1. Specifications -Year of manufacture to be 2021 and above.

The Tender submission must contain specifications of the year of manufacture which must be the year 2021 and or above.

The Tender submission must include motor vehicle servicing and maintenance interval details, including the approximate estimated cost of each service for up to a period of 5 years.

3.2. Supply Motor Vehicle–Minimum Requirements for 4x4 Twin Cab

	Requirements	Reference:
1	2021 Models & Above	
2	5-8 Speed Automatic & Manual	
3	Engine capacity 2.2 L and above. Preferred Diesel	
4	4WD with All Terrain Tyres	
5	Power Windows & Power Side mirrors	
6	Immobilizer and alarm system	
7	Anti-lock braking system	
8	Rear and Front Sensors	
9	Reverse camera	
10	Dual auto air conditioner	
11	Front & side air bags	
12	Fog lamps	
13	Central door locking system	
14	Power Steering	
15	Door mats	
16	Tray Cover	
17	Tray tuff Deck	
18	Side steps	
19	Vendor Warranty – 3 Years and 5 Year Options	
20	Seating Capacity of 5	

3.3. Supply Motor Vehicle–Minimum Requirements for 14-16 Seater Passenger Van

	Requirements	Reference:
1	5-8 Speed Automatic & or Manual	
2	Engine capacity 2 L and above. Preferred Diesel	
3	AWD/ Rear or Front wheel drive	
4	Power windows & Power side mirrors	
5	Immobilizer and alarm system	
6	Anti-lock braking system	
7	Rear and front sensors	
8	Reverse camera	
9	Dual auto air conditioner	
10	Front & side air bags	
11	Fog lamps	
12	Central door locking system	
13	Power steering	
14	Door and trunk mats	
15	Vendor Warranty – 3 Years and 5 Year Options	
16	Seating capacity for 5 or more	

Important Notice

Nothing in the advertisement shall be construed to be a commitment on the part of the Legal Aid Commission. The Legal Aid Commission is not bound to accept the lowest priced Tender or all or any part of the Tender and reserves the right to select the successful Vendor as it sees appropriate. The successful Vendor will be notified formally, in writing. The Commission reserves the right to negotiate or enter into discussion with any of the vendors. The decision of the Legal Aid Commission is final.