

TERMS OF REFERENCE

FOR

Tender for Communications Consultant

[Tender No. – FCCC-2019]

Closing Date: Friday, 30 April 2019

CONFIDENTIAL

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1.0 Introduction

The Fijian Competition and Consumer Commission (FCCC) is an independent statutory body established under Section 7 of the Fijian Competition and Consumer Commission Act 2010 (“FCCC Act”) that promotes effective competition and informed markets, encourages fair trading, and protects consumers and businesses from restrictive practices and controls prices of regulated industries and other markets where competition is lessened or limited.

Ensuring compliance with FCCC Act 2010 is FCCC’s principal objective. This requires constant external communication with various stakeholders, which includes ordinary Fijians as well.

FCCC seeks to engage a Communications Consultant for services stipulated under the scope of works in next section.

2.0 Scope of Work

- Monitoring of traditional media;
- Management and monitoring of social media;
- Supporting Executive Management in managing public relations;
- Management of FCCC website;
- Developing FCCC’s corporate communications kit, including style guide;
- Developing FCCC’s media kit;
- Designing and print management of small publications such as brochures, flyers and newsletters; and
- Conducting audit of FCCC’s communications process, digital complaints process and website; and providing recommendations on key areas of improvement.

3.0 No Contractual Obligations

This tender is not to be constructed as a contract between the FCCC and the prospective bidder. Nothing in this tender or in any submission document is to be viewed to give rise to any contractual obligations related, expressed or implied.

4.0 Bidders to Inform Themselves

The onus is on the bidder to understand the contents of the tender and the implications of being involved in this submission process. FCCC does not accept responsibility for any misunderstandings arising from the bidder’s failure to comply with the above-mentioned process.

5.0 Conditions on Acceptance of Submissions

FCCC will only accept submissions on the condition that the bidder:

- Has examined this tender 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 the submission; and
- Has involved itself in the submission process entirely at its own expense and without any costs being payable by FCCC.

6.0 Right to Vary or Stop Submission Process

FCCC reserves the right to either stop or vary the submission process and may require resubmission at any given time.

7.0 Conflict of Interest

Bidders and their personnel must not place themselves in a position that may create a conflict of interest concerning this tender. Any potential or actual conflict of interest that may arise in the performance of their obligations under the tender must be fully disclosed. Identification of a potential or actual conflict of interest does not necessarily preclude a Bidder's submission from consideration.

However, FCCC will carefully consider the circumstances surrounding the conflict of interest to determine whether it will compromise the outcome of this tender, and if so, will promptly notify the Bidder.

8.0 Inquiries by Bidder

All inquiries by potential bidders for information should be addressed only to the nominated contact named on the advertisement, unless advised otherwise by the contact.

Where, in the opinion of FCCC, there is a need to disseminate additional information to a particular bidder, the same information shall be provided to all bidders.

9.0 Collusive Activities

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 sort of collusive activities related to the submission.

10.0 Confidentiality

Vendors must treat all documents and information provided by FCCC as part of this tender as confidential. FCCC will treat all proposals received, and the information contained therein, as confidential.

11.0 Public Statement

No vendor shall make any public statement in relation to this tender without prior written consent from FCCC.

12.0 Content Evaluation

Should a potential bidder find any discrepancy, ambiguity, inconsistency, error or omission in this document, they should notify FCCC in writing as a soon as possible. In any such case, this needs to be done before the closing date for the submission so that FCCC can take any corrective action it considers necessary.

13.0 Alterations, Erasures or Illegibility

FCCC reserves the right to reject submissions where they contain alterations or erasures, incomplete, ambiguous or illegible prices or terms, or insufficient information to enable proper evaluation. This shall be communicated to the bidder through formal letter.

Alterations cannot be made to submissions after the Closing Time, unless it can be clearly demonstrated to the satisfaction of FCCC's Tender Evaluation Committee that a clerical or keying error has been made by the bidder.

14.0 General Conditions

- FCCC may not necessarily accept the lowest cost bidder, but will strive to select the best and most responsive bidder.
- FCCC may cancel this tender or amend its contents at any time prior to the acceptance of a submission.
- If no proposal is acceptable, then FCCC may re-advertise the tender with revised Terms of Reference.
- The award of tender shall not be deemed final unless and until a contract is successfully negotiated and approved by FCCC.

15.0 Documents to be Submitted as Bid

- Business Profile
- Business Registration Certificate
- Business License
- TIN Letter
- Notification of VAT Registration
- Tax Compliance Certificate
- FNPF Compliance Certificate
- Public Liability Insurance Cover
- Professional Indemnity Insurance Cover
- Quote for services to be rendered (lump amount is preferred)

16.0 Administrative Details

Tender should be submitted in a sealed envelope with clearly marked Tender Number and should be dropped into the tender box situated at **FCCC's Head Office, Ground Floor, FEFHA Partnership Building, 42 Gorrie St, Suva.**

The bids should be submitted **NO LATER THAN 4.00 P.M. on 30 April 2019.**

Tender should **be addressed to:**

The Tender Committee
Fijian Competition & Consumer Commission
P.O. Box 5031
Raiwai.