Request for Tender

Fiji Airports Compound Road Rehabilitation

Landside Pavement Maintenance

RFT released: 08/06/2022

Deadline for Questions: 4:00 PM 17/06/2022

Deadline for Tenders: 4:00 PM 24/07/2022

Airports Fiji Limited
Nadi Airport
Namaka Nadi, Fiji

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This opportunity in a nutshell

Fiji Airports as part of infrastructure upgrades and maintenance is progressing on rehabilitating landside roads within the Fiji Airports Compound which have deteriorated due to wet weather conditions and daily use.

The road provides access to homes, Meteorological station, Fiji Airports offices, Aviation Hangars, religious building around the compound.

London Avenue is now exhibiting evidence of significant pavement failure resulting from age, weather and vehicle loads.

The key objective of the project is to sustainably improve the road surface to allow safe manoeuvrability around the Fiji Airports compound.

What we need

Given the specialist nature of asphalt pavements, Fiji Airports will be progressing on a direct contract between the successful civil contractor and Fiji Airports.

We are keen to identify a firm who can complete these road works to high quality outcomes with quality materials and experienced and well-trained personnel.

What's important to us

Fiji Airports is looking for a civil contractor for the aforementioned services.

The services offer will represent overall best value from a supplier who can deliver the product described below, with a proven good record of supply, installation, service and support for the road works.

Why should you bid?

This provides opportunity to selected contractor to demonstrate their capability and product quality for future civil works projects at landside and airside.

A bit about us

Airports Fiji Pte Limited trading as Fiji Airports is a Government Commercial Company. Fiji Airports operates 15 airports in Fiji and provides air traffic management facilities and services in Fiji for over 6 million square kilometres with over 400 employees.

SECTION 1: Key information

1.1 Context

a. This Request for Tender (RFT) is an invitation to suitably qualified suppliers to submit a Tender for the **Fiji Airports Compound Road Rehabilitation** contract opportunity.

b. This RFT is a Request for Tender – single step procurement process.

c. Words and phrases that have a special meaning are shown by the use of capitals e.g. respondent, which means '*a person, organisation, business or other entity that submits a Tender in response to the RFT. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Tender*.'. Definitions are at the end of Section 6.

1.2 Our timeline

a. Here is our timeline for this RFT.

Steps in RFT process:	**Date:**
Tender Inspection	**14/06/22**
Deadline for Questions from suppliers:	17/06/22
Deadline for the Fiji Airports to answer suppliers' questions:	20/06/22
Deadline for Tenders:	[**4.00 pm**] 24**/** 06/ 22
Unsuccessful Respondents notified of award of Contract:	Mid-July
Anticipated Contract start date:	End of July

b. All dates and times are dates and times in Fiji.

1.3 How to contact us

a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

b. **Our Point of Contact**

Name: Harieta Tudreu

Title/role: Project Officer

Email address: HarietaT@fijiairports.com.fj

Copy: david.crute@fijiairports.com.fj

: manilr@fijiairports.com.fj

1.4 Developing and submitting your Tender

a. This is an open, competitive tender process. The RFT sets out the step-by-step process and conditions that apply.

b. Take time to read and understand the RFT. In particular:

i. Develop a strong understanding of our Requirements detailed in Section 2.

ii. In structuring your Tender consider how it will be evaluated. Section 3 describes our Evaluation Approach.

c. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.

d. In submitting your Tender you must use the Response Form provided. This is a Microsoft Word document that you can download.

e. You must also complete and sign the declaration at the end of the Response Form.

f. Check you have provided all information requested, and in the format and order asked for.

g. Having done the work don't be late – please ensure you get your Tender to us before the Deadline for Tenders!

1.5 Address for submitting your Tender

a. Tenders must be submitted by electronically by email to the following email addresses:

   i. SanjanaM@fijiairports.com.fj

   ii. david.crute@fijiairports.com.fj

b. Tenders sent by post or hard copy delivered to our office, will not be accepted.

1.6 Our RFT Process, Terms and Conditions

a. **Offer Validity Period**: In submitting a Tender the Respondent agrees that their offer will remain open for acceptance by the Fiji Airports for 6 calendar months from the Deadline for Tenders.

b. The RFT is subject to the RFT Process, Terms and Conditions (shortened to RFT-Terms) described in Section 6.

1.7 Later changes to the RFT or RFT process

a. If, after publishing the RFT, we need to change anything about the RFT, or RFT process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice our website http://www.airportsfiji.com/tenders.php

b. Please check the website over the tender period.

SECTION 2: Our Requirements

2.1 Background

Fiji Airports as part of infrastructure upgrades and maintenance is progressing on rehabilitating landside roads within the Fiji Airports Compound which has over the years deteriorated due to wet weather conditions and daily use.

2.2 What we are buying and why

The key component of the project is improve the existing road surface to allow safe manoeuvrability around the Fiji Airports compound. Works could proceed from 8am to 5pm daily excluding Sundays.

The approx. area of flexible pavement for AC rehabilitation works is 3,504.2m² and 33.59m² of pothole patching at localised section within Fiji Airports compound. Refer locality plan.

Refer attached drop box link for full RFT documentation:

2.3 What we require: the solution

We are seeking a remedy that provides a high quality finished road surface.

The contractor must make all inspections required, supply all equipment and materials and arrange for transport thereof to and from the site.

The contractor must carry out pothole patching and asphalt replacement with milling and removal of defective asphalt and asphalt paving.

2.4 What we require: capacity

Our preference is for a single source Contractor to be able to deliver the services and scope as required -outlined in Appendix B.

2.5 What we require: capability

We are seeking contractors that are able to demonstrate the following capability, pothole patching, milling and road asphalt paving.

2.6 Contract term

We anticipate that the Contract will commence in end of July 2022.

The anticipated Contract term and options to extend are:

Description	Weeks
Contract Duration	Expected completion of works within 2 weeks noting works are to proceed from 8am to 5pm daily

2.7 Other tender documents

In addition to this RFT we refer to the following documents which form part of this RFQ.

Appendix A	Fiji Airports Ethical Procurement Statement
Appendix B	Scope of Work & Specification
Appendix C	Locality plan & Images
Appendix D	Minor Works Contract Standard Template
Appendix E	Response Template
Appendix H	Fiji Airports OH&S Manual Rev 4
Appendix I	Fiji Airports Operational Specification

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria)]. Price is a weighted criterion. This means that all Tenders that are capable of full delivery on time will be shortlisted. The Tender that scores the highest will likely be selected as the Successful Respondent.

3.2 Pre-conditions

Each Tender must meet all of the following pre-conditions. Tenders which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Tender.

#	Pre-condition
1.	Suppliers must agree to adhere to the FA Ethical Procurement Statement – Appendix A
2.	For those firm's registered in Fiji – Have current FRCS and FNPF compliance certificates
3.	To hold a minimum $1 million dollars FJD in Public Liability Insurance

3.3 Evaluation criteria

Tenders which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
1.Proposed solution (fit for purpose) • *Methodology for working in Fiji Airports Compound;* • *Relevant experience and competency certificates of nominated key personnel (including back-up personnel);* • *Details and availability of tendered plant and back-up plant; and* • *Maintenance schedules/history of plant (including mean time between failures).* • *Equipment age and condition to be used on the project*	**15%**
2.Capability of the Respondent to deliver • *Track record with similar work;* • *Ability to self-perform the work activities in the defined and provisional scope of works; and* • *Referees.*	**20%**

3. Adequacy of Management Systems Traffic Management, Traffic Management Plan Safe Operating Procedures; Safe Work Method Statement (SWMS) and Risk Assessment; Daily Plant checklists (including pre start-up documentation).	**10%**
4.Compliance to Fiji Airport's Terms and Conditions/due diligence	**5%**
5. Price	**50%**
Total weightings	**100%**

3.4 Scoring

The following scoring scale will be used in evaluating Tenders. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Tender identifies factors that will offer potential added value, with supporting evidence.	**9-10**
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Tender identifies factors that will offer potential added value, with supporting evidence.	**7-8**
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	**5-6**
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**3-4**
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**1-2**

UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**0**

3.5 Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.

If a Respondent offers a price that is substantially lower than other Tenders (an abnormally low bid), the Fiji Airports may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.6 Optional evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

a. reference check the Respondent organisation and named personnel
b. other checks against the Respondent e.g. Companies Office
c. interview Respondents
d. request Respondents make a presentation
e. arrange site-visits
f. test products

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

Respondents are to provide their price as part of their Tender. In submitting the Price the Respondent must meet the following:

a. Respondents are to use the pricing schedule template provided.

b. the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. [Insert here details of any costs that you want to ensure are captured e.g. freight costs, exchange rate fluctuations etc. It must also clearly state the total Contract price exclusive of VAT.

c. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.

d. in preparing their Tender, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Tender and pricing information to manage such risks and contingencies.

e. respondents are to document in their Tender all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Fiji Airports or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.

f. prices should be tendered in Fiji Dollars $FJD VAT Exclusive **yet include** for any withholding tax obligations.

g. where two or more Respondents intend to lodge a joint or consortium Tender the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The Fiji Airports Minor works Contract (Appendix D) is the contract that we intend to use for the purchase and delivery of the Requirements. The Contract will be updated with the following key terms.

Before a contract is entered, the Contractor must supply Fiji Airports with a copy of up to date public liability insurance ($1 million minimum) and workers compensation cover.

Retention will be held on this project at 10% of the contract value. Retentions released 50% at practical completion and 50% following the expiry of defect liability period (6 months).

Variations will also be subject to retention. Progress claims must be agreed and signed off by the Fiji Airports project manager before being issued for payment.

Any defects will be rectified within appropriate timeframe.

5.2 Operational Continuity

a) The Contractor acknowledges and agrees that the FA compound is to remain fully accessible throughout the Contract Works acknowledging that the Principal will provide the Contractor access to defined parts of the compound for the purposes of carrying out the Contract Works during defined hours of works and such defined parts will change in accordance with an agreed works programme as set out in the Contractors Programme.

b) The Contractor acknowledges that this is a fundamental requirement for the undertaking of the Contract Works by the Contractor.

5.3 Key Terms of the Proposed Contract

a) The Principal will provide the Contractor with the first possession of the Site on the date provided in the contract and the Contractor shall be given possession of the Site in parts progressively in accordance with the Method of Works Plan so that the Site will change in accordance with the Method of Works Plan. The Contractor must follow the reasonable directions of the Principal from time to time in the use of and access over and across any parts of the Site that are not being actively worked on by the Contractor. Possession of the Site will confer on the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out the Contract Works, and will be subject to any restrictions set out in the Contract. The Contractor acknowledges and agrees that it will have non-exclusive possession of the Site and will be required to share possession of the Site with others. Notwithstanding the foregoing, the Contractor has primary responsibility for safety and security at the Site.

b) The Contractor must hand back control and possession of the Site in its entirety to the Principal at the end of each period during which the Contractor is entitled to access parts of the Airport for carrying out the Contract Works as set out in the Method of Works Plan

(Shift). For the avoidance of doubt, the Contractor cannot be deemed to have handed back control and possession of the Site to the Principal until it has complied with all end of Shift obligations set out in the Contract and the Specifications, as determined by the Principal.

c) Equipment Tool Boxes & Safety Gear – Contractors are to provide all their own tools, tool belts, hard hats, safety boots, high visibility gear, safety glasses and the like.

d) Program – Provide program with Tender.

e) No variations will be approved unless Site Instructions have been issued by the Site/ Project Managers.

f) No work can commence on site until inductions are completed and all relevant documentation have been signed and returned to our site managers and health and safety manager. Please provide WMS & review Plant and Food Research policies attached which form part of this contract.

g) Work on site cannot commence until all documentation has been reviews and approved and formal consent to commence has provided by principle.

h) Progress claims/ Invoices must be agreed to and signed off by the Fiji Airports Project Manager prior to submitting to accounts.

i) Payment Terms and Dates – EOM Claims/ 30 days payments.

j) Claims/ Invoices must show breakdown of claim per individual lots.

k) Contractor will pay for all travel back to site to fix up their defects.

l) English speaking, Supervisor/ Foreman required managing your crew at all times.

5.4 Departures

In submitting your Tender you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: RFT Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement the Fiji Airports will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Tender in response to the RFT. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Tender*.' Definitions are at the end of this section.
- If you have any questions about the RFT-Terms please email our Point of Contact.

Preparing and submitting a Tender

6.1 Preparing a Tender

a. Respondents are to use the Response Form provided and include all information requested by the Fiji Airports in relation to the RFT

b. By submitting a Tender the Respondent accepts that it is bound by the RFT Process, Terms and Conditions (RFT-Terms) contained in Section 6 (as varied by Section1, paragraph 1.6, if applicable).

c. Each Respondent will:

i. examine the RFT and any documents referenced in the RFT and any other information provided by the Fiji Airports

ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Tender to manage such risks and contingencies

iii. document in its Tender all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Fiji Airports or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements

iv. ensure that pricing information is quoted in FJD$ exclusive of VAT

v. if appropriate, obtain independent advice before submitting a Tender

vi. satisfy itself as to the correctness and sufficiency of its Tender, including the proposed pricing and the sustainability of the pricing.

a. There is no expectation or obligation for Respondents to submit Tenders in response to the RFT solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Tender.

6.2 Offer Validity Period

a. Tenders are to remain valid and open for acceptance by the Fiji Airports for the Offer Validity Period.

6.1 Respondents' Deadline for Questions

a. Each Respondent should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT document/s Respondents should seek clarification before the Deadline for Questions.

b. All requests for clarification must be made by email to the Fiji Airports's Point of Contact. The Fiji Airports will endeavour to respond to requests in a timely manner, but not later than the deadline for the Fiji Airports to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.

c. If the Fiji Airports considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Fiji Airports may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on the website and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.

d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Fiji Airports will not publish such commercially sensitive information. However, the Fiji Airports may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Fiji Airports considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

6.2 Submitting a Tender

a. Each Respondent is responsible for ensuring that its Tender is received by the Fiji Airports at the correct address on or before the Deadline for Tenders. The Fiji Airports will acknowledge receipt of each Tender.

b. The Fiji Airports intends to rely on the Respondent's Tender and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Tender and communicating with the Fiji Airports each Respondent should check that all information it provides to the Fiji Airports is:

   i. true, accurate and complete, and not misleading in any material respect

   ii. does not contain Intellectual Property that will breach a third party's rights.

c. Where the Fiji Airports requires the Tender to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.

d. Where the Fiji Airports stipulates a two envelope RFT process the following applies:

   i. each Respondent must ensure that all financial information and pricing components of its Tender are provided separately from the remainder of its Tender

ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has be requested by the Fiji Airports)

iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Tender is opened.

Assessing Tenders

6.3 Evaluation panel

a. The Fiji Airports will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Fiji Airports may invite independent advisors to evaluate any Tender, or any aspect of any Tender.

6.4 Third party information

a. Each Respondent authorises the Fiji Airports to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Tender.

b. Each Respondent is to ensure that all referees listed in support of its Tender agree to provide a reference.

c. To facilitate discussions between the Fiji Airports and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

6.5 Fiji Airports's clarification

a. The Fiji Airports may, at any time, request from any Respondent clarification of its Tender as well as additional information about any aspect of its Tender. The Fiji Airports is not required to request the same clarification or information from each Respondent.

b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Fiji Airports may take such clarification or additional information into account in evaluating the Tender.

c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Fiji Airports may cease evaluating the Respondent's Tender and may eliminate the Tender from the RFT process.

6.6 Evaluation and shortlisting

a. The Fiji Airports will base its initial evaluation on the Tenders submitted in response to the RFT. The Fiji Airports may adjust its evaluation of a Tender following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.

b. In deciding which Respondent/s to shortlist the Fiji Airports will take into account the results of the evaluations of each Tender and the following additional information:

i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract

ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.

c. In deciding which Respondent/s, to shortlist the Fiji Airports may take into account any of the following additional information:

i. the results from reference checks, site visits, product testing and any other due diligence

ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)

iii. any matter that materially impacts on the Fiji Airports's trust and confidence in the Respondent

iv. any other relevant information that the Fiji Airports may have in its possession.

d. The Fiji Airports will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Fiji Airports of the Respondent's Tender, or imply or create any obligation on the Fiji Airports to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFT process the Fiji Airports will not make public the names of the shortlisted Respondents.

6.7 Negotiations

a. The Fiji Airports may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Fiji Airports may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.

b. The Fiji Airports may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Fiji Airports will treat each Respondent fairly, and:

i. prepare a negotiation plan for each negotiation

ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out

iii. hold separate negotiation meetings with each Respondent.

c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Fiji Airports will be essentially in the form set out in Section 5, the Proposed Contract.

6.8 Respondent's debrief

a. At any time after shortlisting Respondents the Fiji Airports will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Fiji Airports will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.

b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:

i. provide the reasons why the Tender was or was not successful

ii. explain how the Tender performed against the pre-conditions (if applicable) and the evaluation criteria

iii. indicate the Tender's relative strengths and weaknesses

iv. explain, in general terms, the relative advantage/s of the successful Tender

v. seek to address any concerns or questions from the Respondent

vi. seek feedback from the Respondent on the RFT and the RFT process.

6.9 Notification of outcome

At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Fiji Airports will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Fiji Airports may make public the name of the Successful Respondent and any unsuccessful Respondent.

6.10 Issues and complaints

a. A Respondent may, in good faith, raise with the Fiji Airports any issue or complaint about the RFT, or the RFT process at any time.
b. The Fiji Airports will consider and respond promptly and impartially to the Respondent's issue or complaint.
c. Both the Fiji Airports and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFT.
d. The fact that a Respondent has raised an issue or complaint is not to be used by the Fiji Airports to unfairly prejudice the Respondent's ongoing participation in the RFT process or future contract opportunities.

Standard RFT Conditions

6.11 Fiji Airport's Point of Contact

a. All enquiries regarding the RFT must be directed by email to Fiji Airport's Point of Contact. Respondents must not directly or indirectly approach any representative of Fiji Airports, or any other person, to solicit information concerning any aspect of the RFT.

b. Only the Point of Contact, and any authorised person of Fiji Airports, are authorised to communicate with Respondents regarding any aspect of the RFT. The Fiji Airports will not be bound by any statement made by any other person.

c. Fiji Airports may change the Point of Contact at any time. Fiji Airports will notify Respondents of any such change. This notification may be posted on the website or sent by email.

d. Where a Respondent has an existing contract with the Fiji Airports then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby Fiji Airports, solicit information or discuss aspects of the RFT.

6.12 Conflict of Interest

a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform Fiji Airports should a Conflict of Interest arise during the RFT

process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFT.

6.13 Ethics

a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of Fiji Airports in relation to the RFT.

b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and 6.14.a. may be disqualified from participating further in the RFT process.

c. Fiji Airports reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFT process to ensure probity of the RFT process.

6.14 Anti-collusion and bid rigging

a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Tenders or other submissions or in any discussions or negotiations with Fiji Airports. Such behaviour will result in the Respondent being disqualified from participating further in the RFT process. In submitting a Tender the Respondent warrants that its Tender has not been prepared in collusion with a Competitor.

b. Fiji Airports reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Tender.

6.15 Confidential Information

a. Fiji Airports and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.18.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.

b. Fiji Airports and Respondent may each disclose Confidential Information to any person who is directly involved in the RFT process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFT.

c. Respondents acknowledge that Fiji Airports's obligations under are subject to requirements imposed by parliamentary and constitutional convention and any other obligations imposed by law. Fiji Airports will not be in breach of its obligations if Confidential Information is disclosed by Fiji Airports to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where Fiji Airports receives an OIA request that relates to a Respondent's Confidential Information Fiji Airports will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.16 Confidentiality of RFT information

a. For the duration of the RFT, to the date of the announcement of the Successful Respondent, or the end of the RFT process, the Respondent agrees to keep the RFT strictly confidential and not make any public statement to any third party in relation to any aspect of the RFT, the RFT process or the award of any Contract without Fiji Airports's prior written consent.

b. A Respondent may disclose RFT information to any person described in paragraph 6.18.b. but only for the purpose of participating in the RFT. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFT.

6.17 Costs of participating in the RFT process

a. Each Respondent will meet its own costs associated with the preparation and presentation of its Tender and any negotiations.

6.18 Ownership of documents

a. The RFT and its contents remain the property of Fiji Airports. All Intellectual Property rights in the RFT remain the property of the Fiji Airports or its licensors. Fiji Airports may request the immediate return or destruction of any or all RFT documents and any copies. Respondents must comply with any such request in a timely manner.

b. All documents forming the Tender will, when delivered to Fiji Airports, become the property of Fiji Airports. Tenders will not be returned to Respondents at the end of the RFT process.

c. Ownership of Intellectual Property rights in the Tender remain the property of the Respondent or its licensors. However, the Respondent grants to Fiji Airports a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Tender for any purpose related to the RFT process.

6.19 No binding legal relations

a. Neither the RFT, nor the RFT process, creates a process contract or any legal relationship between Fiji Airports and any Respondent, except in respect of:

i. the Respondent's declaration in its Tender

ii. the Offer Validity Period

iii. the Respondent's statements, representations and/or warranties in its Tender and in its correspondence and negotiations with Fiji Airports

iv. the Evaluation Approach to be used by Fiji Airports to assess Tenders as set out in Section 3 and in the RFT-Terms (as varied by Section 1, paragraph 1.6, if applicable)

v. the standard RFT conditions set out in paragraphs 6.11 to 6.24

vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.

b. Each exception in paragraph 6.19.a. is subject only to Fiji Airport's reserved rights in paragraph 6.21.

c. Except for the legal obligations set out in paragraph 6.19.a. no legal relationship is formed between Fiji Airports and any Respondent unless and until a Contract is entered into between those parties.

6.20 Elimination

a. Fiji Airports may exclude a Respondent from participating in the RFT if Fiji Airports has evidence of any of the following, and is considered by Fiji Airports to be material to the RFT:

i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFT

ii. the Tender contains a material error, omission or inaccuracy

iii. the Respondent is in bankruptcy, receivership or liquidation

iv. the Respondent has made a false declaration

v. there is a serious performance issue in a historic or current contract delivered by the Respondent

vi. the Respondent has been convicted of a serious crime or offence

vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent

viii. the Respondent has failed to pay taxes, duties or other levies

ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information

x. the Respondent is a person or organisation designated as a terrorist by the Fiji Police or listed on the DFAT consolidated list[1].

6.21 Fiji Airports's additional rights

a. Despite any other provision in the RFT Fiji Airports may, on giving due notice to Respondents:

i. amend, suspend, cancel and/or re-issue the RFT, or any part of the RFT

ii. make any material change to the RFT (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.

b. Despite any other provision in the RFT Fiji Airports may:

[1] Refer https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list

i. accept a late Tender if it is Fiji Airport's fault that it is received late

ii. in exceptional circumstances, accept a late Tender where it considers that there is no material prejudice to other Respondents. Fiji Airports will not accept a late Tender if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Tender

iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable

iv. accept or reject any Tender, or part of a Tender

v. accept or reject any non-compliant, non-conforming or alternative Tender

vi. decide not to accept the lowest priced conforming Tender unless this is stated as the Evaluation Approach

vii. decide not to enter into a Contract with any Respondent

viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent

ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFT. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons

x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent

xi. waive irregularities or requirements in or during the RFT process where it considers it appropriate and reasonable to do so.

c. Fiji Airports may request that a Respondent/s agrees to the Fiji Airports:

i. selecting any individual element/s of the Requirements that is offered in a Tender and capable of being delivered separately, unless the Tender specifically states that the Tender, or elements of the Tender, are to be taken collectively

ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.22 Fiji law

a. The laws of Fiji shall govern the RFT and each Respondent agrees to submit to the exclusive jurisdiction of the Fiji courts in respect of any dispute concerning the RFT or the RFT process.

6.23 Disclaimer

a. Fiji Airports will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFT process.

b. Nothing contained or implied in the RFT, or RFT process, or any other communication by Fiji Airports to any Respondent shall be construed as legal, financial or other advice. Fiji Airports

has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.

c. To the extent that liability cannot be excluded, the maximum aggregate liability of Fiji Airports, its agents and advisors is $1m.

6.24 Precedence

a. Any conflict or inconsistency in the RFT shall be resolved by giving precedence in the following descending order:

i. Section 1, paragraph 1.6

ii. Section 6 (RFT-Terms)

iii. all other Sections of this RFT document

iv. any additional information or document provided by Fiji Airports to Respondents through Fiji Airport's Point of Contact or our website.

If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

In relation to the RFP the following words and expressions have the meanings described below.

Business Day	Any week day in Fiji, excluding Saturdays, Sundays, Fiji (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	Information that: a. is by its nature confidential b. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted' c. is provided by the Buyer, a Respondent, or a third party in confidence d. the Buyer or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements
Deadline for Tenders	The deadline that Tenders are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.

Evaluation Approach	The approach used by the Buyer to evaluate Tenders as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
Fiji Airports	Airports Fiji Limited Pte
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Method of Works Plan	Method of Works Plan Means the plan setting out (including but without limitation): (a) incidental access routes, either within the area where the Contract Works will be carried out and / or to and from that area, to carry out the Contract Works.
Offer Validity Period	The period of time when a Tender (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Tender.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Tender must include its Price.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFT	Means the Request for Tender
RFT Terms	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Tender in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Tender.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Tender.

Successful Respondent	Following the evaluation of Tenders and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.
Tender	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
VAT	means Value Added Tax payable in accordance with the provisions of the Value Added Tax Decree, 1991 or any re-enactment or modification thereof for the time being in force.