



# Request for Tender

## Supply of New Vehicles

Nadi Airport - Fiji

RFT released: 19/08/2023.

Deadline for Questions: 4:00 PM 28/08/2023

Deadline for Tenders: 4:00 PM 06/09/2023

Fiji Airports  
Nadi Airport  
Namaka Nadi, Fiji

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## This opportunity in a nutshell

Airports is responsible for the operation of 15 public airports in the Fiji Islands. These include two international airports: Nadi International Airport – Fiji's main international gateway and Nausori Airport – Fiji's domestic hub and 13 outer island airports.

To ensure Fiji Airports operates to its expected levels, the organization operates a fully-fledged Fleet Department catering to the needs of 98 vehicles comprising of Specialized Fire Trucks, Tractors, Light Trucks, Light Commercial Trucks, Light Passenger Vehicles and a wide range of Plant and Marine equipment.

### What we need

Fiji Airports is seeking responses to this RFT for the supply of New Vehicles. The Tender document also requires that the respondent's provide a Service and Maintenance agreement for the continued Service and Maintenance of the vehicles and outlining all the training that will be provided to Fiji Airports staff post-delivery.

### What's important to us.

Fiji Airports is looking for a supply and potential on-going service partner for the forementioned purchase.

The services offered will represent overall best value from a supplier who can deliver the product described below, with a proven good record of supply and support for the vehicles purchased.

### Why should you bid?

Fiji Airports is looking to purchase various models of vehicles and equipment under its tender process from various suppliers in Fiji. Fiji Airports intends to make further purchases replacing older vehicles and vehicle additions in the future as a part of the Nadi Airport master plan.

### 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 and the region covering an area of 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 **Supply of New Vehicles** 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:
Deadline for Questions from suppliers:	28/08/23
Deadline for the Fiji Airports to answer suppliers' questions:	30/08/23.
<b>Deadline for Tenders:</b>	<b>[4.00 pm] 06/ 09/ 23</b>
Unsuccessful Respondents notified of award of Contract:	15/09/23.
Anticipated Contract start date:	30/09/23.

- 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:** Patrick Morell
  - Title/role:** Manager Fleet Services
  - Email address:** [patrickm@fijiairports.com.fj](mailto:patrickm@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.

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- 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 electronically by email to the following email addresses:
    - i. [SanjanaM@fijiairports.com.fj](mailto:SanjanaM@fijiairports.com.fj)
    - ii. [patrickm@fijiairports.com.fj](mailto:patrickm@fijiairports.com.fj)
  - b. Hard copy delivered to our office:  
Fiji Airports – Head Quarters  
Fiji Airports Compound  
Namaka  
Nadi  
Fiji
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### 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](#).
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### 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 on our website <http://www.airportsfiji.com/tenders.php>
  - b. Please check the website over the tender period.
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# SECTION 2: Our Requirements

## 2.1 Background

To ensure Fiji Airports operates to its expected levels, the organization operates a fully-fledged Fleet Department catering to the needs of 85 vehicles comprising of Specialized Fire Trucks, Tractors, Light Trucks, Light Commercial Trucks, Light Passenger Vehicles and a wide range of Plant and Marine equipment.

In accordance with Fiji Airports Fleet policy, certain vehicles have been identified and have marked for replacement in the 2023.

## 2.2 What we are buying and why

Fiji Airports Seeks Tender submission for the following.

1. 9\* Twincab with Tonneau Cover
2. 2\* Deluxe Twincab with Tonneau Cover
3. 2\* 15- Seater Van
4. 1\*Panel- Glass Van
5. 3\*Mid-Size SUV
6. 1\*Large SUV Wagon
7. 5\* 4WD Tractor
8. 1\*Large SUV

**Commented [SM1]:** Have we included a vehicle for the CEO? Which vehicles will be replaced by the SUV? Are we working as per initial Board paper?

**Commented [SM2R1]:** What are your thoughts on EV vehicles?

## 2.3 What we require: the solution

Suitable tender submission, in accordance with the Tender Specification.

## 2.4 What we require: capacity

23 New Vehicles, including 5 Tractors.

## 2.5 What we require: capability

The vehicles proposed must have a sound history in the local market with exceptional after sales service.

## 2.6 Contract term

We anticipate that the Contract will commence in September 2023 with a supply timeframe of 2 months. This timeframe could be delayed due to international travel restrictions.

The anticipated Contract term and options to extend are:

Description	Months
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Contract Duration	1 year from Contract signing to commissioning
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## 2.7 Key outcomes

The following are the key outcomes that are to be delivered.

Description	Indicative date for delivery
Delivery of New Vehicles	October 23 to April 24
Relevant Driver Training	October- December 2023

## 2.8 Other information

- a. Payment will be on successful delivery of vehicles.

## 2.9 Other tender documents

In addition to this RFT we refer to the following documents. These have been uploaded on the website and are available for all interested suppliers. These documents form part of this RFQ.

- Fiji Airports Ethical Procurement Statement – (Appendix A)
- Specification– (Appendix B)
- RFT Response Document (Appendix C)

## 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

### 3.3 Evaluation criteria

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

Criterion	Weighting
<b>1. Proposed solution (fit for purpose)</b> <i>Meets specifications.</i> <i>Safety and ease of use.</i>	30%
<b>2. Capability of the Respondent to deliver</b> <i>Demonstrated experience in similar projects.</i> <i>Ability to provide ongoing support.</i>	30%
<b>3. Broader Outcomes – Community Benefits</b> <i>Training and capacity development for Fiji based staff</i>	5%
<b>4. Compliance to Fiji Airport's Terms and Conditions/due diligence</b>	5%
<b>5. Price</b>	30%
<b>Total weightings</b>	<b>100%</b>

### 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
<b>EXCELLENT</b> 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.	<b>9-10</b>
<b>GOOD</b> 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.	<b>7-8</b>
<b>ACCEPTABLE</b> 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.	<b>5-6</b>
<b>MINOR RESERVATIONS</b> 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.	<b>3-4</b>
<b>SERIOUS RESERVATIONS</b> 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.	<b>1-2</b>
<b>UNACCEPTABLE</b> 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.	<b>0</b>

### 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), 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 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
- 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: RFT Process, Terms and Conditions

### Note to suppliers and Respondents

- In managing this procurement 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 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 Section 1, 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 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 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.

- b. 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 Fiji Airports for the Offer Validity Period.

## 6.3 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' Point of Contact. Fiji Airports will endeavour to respond to requests in a timely manner, but not later than the deadline for Fiji Airports to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If 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 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. Fiji Airports will not publish such commercially sensitive information. However, Fiji Airports may modify a request to eliminate such commercially sensitive information, and publish this and the answer where 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.

## 6.4 Submitting a Tender

- a. Each Respondent is responsible for ensuring that its Tender is received by Fiji Airports at the correct address on or before the Deadline for Tenders. Fiji Airports will acknowledge receipt of each Tender.
- b. 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 Fiji Airports each Respondent should check that all information it provides to 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 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 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 requested by 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

### 6.5 Evaluation panel

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

### 6.6 Third party information

- a. Each Respondent authorises 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 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.

### 6.7 Fiji Airports' clarification

- a. 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. 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. 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, Fiji Airports may cease evaluating the Respondent's Tender and may eliminate the Tender from the RFT process.

### 6.8 Evaluation and shortlisting

- a. Fiji Airports will base its initial evaluation on the Tenders submitted in response to the RFT. 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 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 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 Fiji Airports' trust and confidence in the Respondent
  - iv. any other relevant information that Fiji Airports may have in its possession.
- d. Fiji Airports will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by Fiji Airports of the Respondent's Tender, or imply or create any obligation on 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 Fiji Airports will not make public the names of the shortlisted Respondents.

## 6.9 Negotiations

- a. Fiji Airports may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory Fiji Airports may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. Fiji Airports may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations 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 Fiji Airports will be essentially in the form set out in Section 5, the Proposed Contract.

## 6.10 Respondent's debrief

- a. At any time after shortlisting Respondents 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, 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.

#### **6.11 Notification of outcome**

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

#### **6.12 Issues and complaints**

- a. A Respondent may, in good faith, raise with Fiji Airports any issue or complaint about the RFT, or the RFT process at any time.
- b. Fiji Airports will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both 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 Fiji Airports to unfairly prejudice the Respondent's ongoing participation in the RFT process or future contract opportunities.

## **Standard RFT Conditions**

#### **5.11 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. 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 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.

#### **5.12 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.

### **5.13 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.

### **5.14 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.

### **5.15 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' 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.

### **5.16 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' 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.

#### **5.17 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.

#### **5.18 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.

#### **5.19 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 Airports' 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.

## 5.20 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<sup>1</sup>.

## 5.21 Fiji Airports' 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:
  - i. accept a late Tender if it is Fiji Airports 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 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.

## 5.22 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.

## 5.23 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 \$1,000,000.00

## 5.24 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 Airports 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 RFT the following words and expressions have the meanings described below.

<b>Business Day</b>	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.
<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFT or in general.
<b>Confidential Information</b>	<p>Information that:</p> <ol style="list-style-type: none"><li>is by its nature confidential</li><li>is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted'</li><li>is provided by the Buyer, a Respondent, or a third party in confidence</li><li>the Buyer or a Respondent knows, or ought to know, is confidential.</li></ol> <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
<b>Conflict of Interest</b>	<p>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 RFT 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:</p> <ol style="list-style-type: none"><li>actual: where the conflict currently exists</li><li>potential: where the conflict is about to happen or could happen, or</li><li>perceived: where other people may reasonably think that a person is compromised.</li></ol>
<b>Contract</b>	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements
<b>Deadline for Tenders</b>	The deadline that Tenders are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.

<b>Evaluation Approach</b>	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).
<b>Fiji Airports</b>	Airports Fiji Limited Pte
<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Method of Works Plan</b>	Method of Works Plan Means the plan setting out (including but without limitation): <ul style="list-style-type: none"> <li>(a) the different parts of the Airport on or over or under which the Contractor will have access for carrying out the Contract Works;</li> <li>(b) the dates and times on which the Contractor requires access to the different parts of the Airport; and</li> <li>(c) 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.</li> </ul>
<b>Offer Validity Period</b>	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.
<b>Point of Contact</b>	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 RFT 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.
<b>Price</b>	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.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
<b>RFT</b>	Means the Request for Tender
<b>RFT Terms</b>	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Buyer intends to purchase.
<b>Respondent</b>	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.

<b>Response Form</b>	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFT, duly completed and submitted by a Respondent as part of the Tender.
<b>Successful Respondent</b>	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.
<b>Tender</b>	The response a Respondent submits in reply to the RFT. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
<b>VAT</b>	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.