



**Request for Tender (RFT)**  
**PROVISION OF CONSULTANCY SERVICES TO  
DEVELOP AND IMPLEMENT THE  
ENVIRONMENTAL, SOCIAL, & GOVERNANCE  
(ESG) POLICY FRAMEWORK FOR FIJI  
AIRPORTS**

RFT released: 06 December 2024

**Deadline for Tenders: 03 January 2025**

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# CONTENTS

What we need.....	1
What’s important to us.....	1
Scope of Services .....	1
A bit about us.....	2
Section 1 - key information.....	2
1.1 Context .....	2
1.2 Our Timeline .....	2
1.3 How to contact us.....	3
1.4 Developing and submitting your Tender.....	3
1.5 Address for submitting your Tender .....	3
1.6 Our RFT Process, Terms and Conditions.....	4
1.7 Later changes to the RFT or RFT process.....	4
1.8 Tenderlink system .....	4
2 OUR REQUIREMENTS .....	4
1.1 Background.....	4
1.2 Key Objectives of the ESG Framework .....	5
1.3 Scope of Work .....	6
1.4 ESG Framework Deliverables.....	7
1.5 ESG Reporting Requirements .....	7
1.6 Qualifications & Experience .....	8
1.7 Time Frame.....	9
1.8 Responsibilities of Fiji Airports .....	9
1.9 Period of the Assignment .....	10
1.10 Form of contract.....	10
1.11 Project Procurement Methodology.....	10
1.12 Expenses and Disbursements .....	10
1.13 Other Tender documents .....	10
3 OUR Evaluation Approach.....	11
3.1 Evaluation model.....	11
3.2 Pre-condition Requirements .....	11
3.3 Tender Evaluation Criteria.....	11

3.4	Stage 1 Technical Evaluation and Due Diligence .....	12
3.5	Stage 2 Financial Evaluation .....	14
3.6	Scoring Scale .....	14
3.7	Optional evaluation process and due diligence .....	15
3.8	Value-for-Money Consideration .....	15
4	PRICING INFORMATION .....	16
4.1	Pricing information to be provided by Respondents.....	16
5	OUR PROPOSED CONTRACT .....	17
5.1	Proposed Contract.....	17
5.2	Departures.....	17
6	RFT PROCESS, TERMS AND CONDITIONS .....	17
6.1	Note to suppliers and Respondents .....	17
6.2	Preparing a Tender .....	17
6.3	Offer Validity Period .....	18
6.4	Respondents' Deadline for Questions .....	18
6.5	Submitting a Tender .....	19
6.6	Use of Former Fiji Airports Personnel in Preparation of Tender .....	19
6.7	Evaluation panel .....	19
6.8	Information Necessary for Submissions .....	19
6.9	Confidentiality .....	20
6.10	Cost of Preparation of Submissions.....	20
6.11	Format of Submission Response .....	21
6.12	Lodging the Submission .....	21
6.13	Additional Information .....	21
6.14	Acceptance .....	21
6.15	Reservation of Rights.....	22
6.16	Respondent's Expectations .....	22
6.17	Third party information .....	22
6.18	Fiji Airports' clarification.....	22
6.19	Evaluation and shortlisting .....	23
6.20	Negotiations .....	23
6.21	Respondent's Debrief .....	24
6.22	Notification of outcome .....	24
6.23	Issues and Complaints .....	24

6.24 Fiji Airports’ Point of Contact ..... 25

6.25 Conflict of Interest ..... 25

6.26 Ethics..... 25

6.27 Anti-collusion and bid rigging ..... 25

6.28 Confidential Information ..... 26

6.29 Confidentiality of RFT information ..... 26

6.30 Ownership of documents ..... 26

6.31 No binding legal relations..... 26

6.32 Elimination..... 27

6.33 Fiji Airports’ additional rights ..... 28

6.34 Fiji Law ..... 28

6.35 Disclaimer ..... 29

6.36 Definitions ..... 29

## THIS OPPORTUNITY IN A NUTSHELL

This Request for Tender (“RFT”) is issued by Airports Fiji Pte Limited (AFL) t/a Fiji Airports to invite qualified service providers to submit formal tenders with quotations for consultancy services related to the development and implementation of an Environmental, Social, and Governance (ESG) Framework.

This document should provide sufficient information for service partners to prepare suitable responses. This RFT is not an offer or order by Fiji Airports, but rather an invitation for service partner responses.

### What we need

Fiji Airports seeks consultants or firms with expertise in ESG frameworks to assist in developing, implementing, and embedding sustainable practices that align with international standards and reflect Fiji Airports’ operational, environmental, and governance priorities. The selected service provider will guide Fiji Airports in meeting its strategic ESG objectives across Nadi International Airport, Nausori Airport, and other domestic airports under Fiji Airports management.

### What’s important to us

Fiji Airports places high value on:

- Expertise in ESG framework development with practical experience in sustainability, corporate governance, stakeholder and community engagement.
- Proven ability to align with aviation industry requirements and regulatory frameworks, ensuring integration into the airport operations environment.
- Collaboration and engagement skills to work with key stakeholders, including government authorities, resource owners, communities, and internal teams.
- A track record of successful project delivery within specified timelines and budgets, with demonstrated past performance on similar assignments.

### Scope of Services

The consultant will provide:

1. Assessment of current policies and practices of Fiji Airports relevant to ESG.
2. Development of a comprehensive ESG Framework, including policies, processes, systems, reporting structures, and key performance indicators (KPIs) for Fiji Airports.
3. Implementation plan with timelines and deliverables to ensure smooth integration.

4. Training and capacity-building sessions for Fiji Airports staff and Board members.
5. Monitoring and reporting mechanisms to track and measure ESG outcomes and outputs.

## A bit about us

Airports Fiji Pte Limited (AFL) trading as Fiji Airports is a Public Enterprise established under the Public Enterprise Act 2019 and Companies Act 2015. Fiji Airports owns and operates Nadi International Airport and manages Nausori Airport and 13 other domestic outer island airports on behalf of the Government as well as providing Air Traffic control services across our 6 million square kilometre flight information region. Please refer to our website for additional information on [Fiji Airports & Nadi International Airport & Fiji Air Traffic Management & Nadi Flight Information Region \(airportsfiji.com\)](http://airportsfiji.com)

# SECTION 1 - KEY INFORMATION

## 1.1 Context

- a. This Request for Tender (RFT) is an invitation to suitably qualified service providers to submit a Tender for the development and implementation of an Environmental, Social, and Governance (ESG) Framework for Fiji Airports.
- b. This RFT is the first stage of a single-stage procurement process, where suitable Respondents are invited to participate.
- 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 marketplace 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 Respondents:	27 <sup>th</sup> December 2024
RFT Close Date and Time:	<b>4.00 pm, 3<sup>rd</sup> January 2025</b>
Notification of Unsuccessful Respondents:	31 <sup>st</sup> January 2025
Anticipated Contract Start Date	1 <sup>st</sup> April 2025

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

### 1.3 How to contact us

- a. All enquiries regarding the RFT 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: Dr. Emmanuel Narayan  
Title/role: Legal Counsel  
Email address: [emmanueln@fijiairports.com.fj](mailto:emmanueln@fijiairports.com.fj)

### 1.4 Developing and submitting your Tender

- a. This is a competitive tender. The RFT outlines 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. Structure your Tender to align with the evaluation approach described in Section 3.
- c. If anything is unclear, submit your queries to our Point of Contact before the Deadline for Questions.
- 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. Verify that your submission contains all required information in the specified format and order.
- g. Submit your completed Tender before the **RFT Close Date and Time**. Late submissions will not be considered. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

### 1.5 Address for submitting your Tender

- a. Tenders must be submitted electronically via Tenderlink at <https://portal.tenderlink.com/afi> before the RFT Close Date and Time and in accordance with the tender response lodgement procedures set out in this document and on Tenderlink.
- b. Tenders must be lodged electronically via Tenderlink, utilising the word format of the RFT Response document provided in Appendix D. Submit in PDF format 10.0 (or above), the file name should incorporate the Respondent's company name. Tenders have an upload limit of 2GB and up to 30 documents. Documents can be zipped and uploaded as a zip file also.
- c. Respondents will receive a Successful Submission Receipt timed with a timestamp confirming their successful submission.
- d. Tenders sent by post or fax, or hard copy delivered to our office, will not be accepted.
- e. Tenders sent by email will not be accepted.

## 1.6 Our RFT Process, Terms and Conditions

- a. Offer Validity Period: By submitting a Tender, the Respondent agrees that their offer will remain open for acceptance by Fiji Airports for 90 days from the RFT Close Date and Time.
- 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 there are any changes to the RFT or the process after it is published, or if additional information is required, we will notify all Respondents via **Tenderlink** through a Tender Addendum (“TA”).

## 1.8 Tenderlink system

- a. Should assistance be required please use the online manual on the portal under Support/Online Manuals/Making a Submission or contact Tenderlink Customer Support on 1800 233 533 (AU) or 0800 698 363 (NZ).

# 2 OUR REQUIREMENTS

## 2.1 Background

As a leading aviation operator in the Pacific region, Airports Fiji Pte Limited (AFL) t/a Fiji Airports aims to maintain high standards of service by meeting and exceeding stakeholder expectations while adopting best practices in airport operations and management. In an evolving global landscape, Fiji Airports recognizes the importance of incorporating Environmental, Social, and Governance (ESG) principles to achieve long-term sustainability and create value for its stakeholders.

Aware of its environmental and social impact, Fiji Airports is committed to developing an ESG framework that strengthens sustainable practices, aligns with international standards, and mitigates sustainability risks. This framework will address environmental objectives, social responsibilities, and governance principles, enhancing responsible business conduct. Fiji Airports will integrate sustainability into its operations to align with Fiji’s national development agenda and global frameworks such as the United Nations Sustainable Development Goals (SDGs) and Intergovernmental Panel on Climate Change (IPCC).

Fiji Airports seeks to implement an ESG framework that will ensure the company remains proactive and transparent regarding ESG-related activities. Additionally, the consultant will provide capacity-building sessions for Fiji Airports staff, enhancing understanding of sustainability practices and their relevance to aviation operations. The ESG framework will adopt industry standards and align with



international best practices to ensure Fiji Airports delivers sustainable outcomes while meeting stakeholder expectations.

## 2.2 Key Objectives of the ESG Framework

The ESG framework will streamline Fiji Airports sustainability efforts, enhance transparency, and align operations with stakeholder expectations, contributing to a sustainable future. This framework will also provide a foundation to integrate other frameworks that address various ESG metrics and measure performance across the environmental, social, and governance pillars.

### a) Environmental Objectives

- i. Identify key environmental risks and opportunities relevant to Fiji Airports operations and value chain.
- ii. Develop policies, processes and systems focused on climate change, waste management, water conservation, and energy efficiency, aligned with local and international environmental standards.
- iii. Measure Fiji Airports greenhouse gas (GHG) emissions and develop strategies to reduce emissions through investments in renewable energy and sustainable technologies.
- iv. Minimize water consumption by implementing water-saving technologies and practices at airports.
- v. Improve waste management by implementing the 3Rs initiatives- Reduce, Reuse, and Recycle.in Fiji Airports operations.
- vi. Promote sustainable procurement by engaging suppliers committed to environmental responsibility.
- vii. Increase energy efficiency through renewable energy adoption and energy-saving measures.
- viii. Set annual environmental targets, monitor progress, and report achievements internally and externally.
- ix. Provide environmental awareness and relevant training to Fiji Airports staff and stakeholders to build capacity.
- x. Engage all stakeholders within Fiji Airports to collaboratively share green initiatives and best practices, fostering a collective effort to reduce carbon emissions and enhance sustainability across our operations.
- xi. Develop and maintain landscaping initiatives that use native plant species, sustainable landscaping techniques and gardening practices to enhance biodiversity in Fiji Airports compound.

### b) Social Objectives

- i. Implement policies focusing on fair employment practices, non-discrimination, health and safety, and ethical treatment of all employees and contractors.
- ii. Promote workplace diversity, inclusion, and gender equality across Fiji Airports operations.
- iii. Strengthen employee well-being through health programs, mental health support, and work-life balance initiatives.
- iv. Engage with resource owners and local communities through partnerships, outreach programs, and philanthropic activities to foster strong community relations.

- v. Ensure fair employment practices across Fiji Airports supply chain through regular assessments and audits.
- vi. Build internal capacity on sustainability through regular training and workshops.
- vii. Establish annual social impact goals and track performance to ensure alignment with Fiji Airports strategic objectives.

### **c) Governance Objectives**

- i. Develop policies committing to human rights, employment rights, environmental sustainability, and anti-corruption, ensuring they are publicly available and integrated into Fiji Airports operations.
- ii. Strengthen board oversight of ESG risks and opportunities by establishing an ESG committee or incorporating ESG considerations into existing board committees.
- iii. Align the ESG strategy with Fiji Airports mission, ensuring transparency in ESG reporting using frameworks such as Global Reporting Initiative (GRI), the Sustainability Accounting Standards Board (SASB), and the Task Force on Climate-related Financial Disclosures (TCFD).
- iv. Implement strong ethical and compliance standards across Fiji Airports, including whistleblower mechanisms and conflict-of-interest policies.
- v. Foster a culture of accountability through staff training on ethical conduct and corporate governance.
- vi. Link executive compensation to ESG performance, incentivizing responsible business practices and sustainable outcomes.
- vii. Ensure that senior leadership reviews and approves sustainability targets annually.
- viii. Embed sustainability and governance responsibilities in job descriptions across the organization to promote ownership and accountability.
- ix. Update Fiji Airports code of ethics to reflect current sustainability priorities and communicate these updates to all employees and suppliers.

## **2.3 Scope of Work**

The consultant will be expected to undertake the following:

- i. Gap Assessment: Evaluate Fiji Airports current ESG practices against best practices and professional standards, including alignment with the UN SDGs.
- ii. Business Process Mapping: Identify areas within Fiji Airports operations where ESG practices can be integrated.
- iii. Risk Assessment: Assess ESG-related risks and provide mitigation strategies.
- iv. ESG Policy Development: Develop a comprehensive ESG policy tailored to Fiji Airports operations and goals.
- v. Alignment with Strategic Plan: Ensure the ESG strategy aligns with Fiji Airports strategic plan for smooth integration.
- vi. Risk-Based Testing: Conduct testing of ESG strategies focusing on high-risk areas.
- vii. Reporting and Presentation: Prepare detailed reports on ESG performance and present findings to Fiji Airports management.
- viii. Training and Awareness: Conduct training sessions to build internal capacity on ESG matters.

- ix. Collaboration and Stakeholder Engagement: Work with internal and external stakeholders to enhance ESG initiatives.
- x. Risk Mitigation Recommendations: Provide actionable recommendations to mitigate ESG risks within Fiji Airports operations and value chain.

## 2.4 ESG Framework Deliverables

The consultant will be required to deliver the following:

- i. Inception Report outlining the project scope, methodology, and timelines.
- ii. Comprehensive ESG Policy Document aligned with Fiji Airports strategic goals.
- iii. Risk Assessment Report identifying key ESG risks, impacts, and mitigation strategies.
- iv. Stakeholder Engagement Report summarizing stakeholder feedback.
- v. ESG Metrics and KPIs to monitor Fiji Airports ESG performance.
- vi. ESG Data Reporting Guidelines to ensure accurate data collection and reporting.
- vii. Training and Capacity Building Plan with customized content for Fiji Airports staff.
- viii. Integration Plan for embedding ESG practices into Fiji Airports operations.
- ix. Communication Strategy to convey ESG progress to stakeholders.
- x. Continuous Improvement Plan to enhance ESG performance over time.
- xi. Impact Assessment Report to evaluate the effectiveness of ESG initiatives.
- xii. Final Report summarizing all activities, findings, and recommendations.

## 2.5 ESG Reporting Requirements

Name of Report	Contents of Report	Date of Submission/Approval
Inception Report	- Objectives and goals of the assignment - Proposed plan for carrying out the assignment - Linkages designed for a harmonious and timely delivery of tasks, submission of the report, and incorporation of comments.	Two weeks after signing the contract (dependent on factors discussed with the consultants upon identification).
Interim Reports	Progress in addressing the objectives and outlined activities of the Terms of Reference (TOR) and challenges encountered. Constant briefings to Fiji Airports liaison team during the assignment.	Ongoing throughout the assignment.
Draft Final Report	Continuous elaboration of the agreed-upon recommendations from the inception report and expected deliverables.	Ongoing as the project progresses.

Name of Report	Contents of Report	Date of Submission/Approval
	Addressing the objectives and outlined activities of the TOR in concrete terms.	
Final Report	Submission of the final report incorporating feedback from Fiji Airports liaison team.	Two weeks after receiving comments from Fiji Airports on the draft report.
Approval of Final Report	Approval process for the final report after addressing all comments.	Two weeks after receiving an acceptable final report.

The reports will be reconciled with the expected deliverables under 1.4.

## 2.6 Qualifications & Experience

The consultants (Key Staff) should have the following qualifications and fit the eligibility criteria:

### i. Team Lead

#### a) Qualifications

- Master's degree in Sustainability Management, Environmental Management, Public Health, or a related field.
- A Bachelor's degree (e.g., Business Administration, Environmental Science, or a relevant discipline) may be considered with significant experience, paired with any of the following:
  - Certification in Sustainability or Environmental Management from a recognized institution (e.g., Certified Sustainability Professional (CSP) or equivalent).
  - Global Reporting Initiative (GRI) certification or a similar credential in sustainability reporting.
  - Leadership in Energy and Environmental Design (LEED) Green Associate or a similar certification.

b) Minimum 5 years of experience in sustainability consulting with a proven record in the aviation or infrastructure industry.

c) Demonstrated experience in project management, stakeholder engagement, and communication.

d) Familiarity with sustainability and environmental regulations, standards, and practices specific to the Pacific region is an added advantage.

### ii. Support Team

#### a) Environmental Specialist

- Bachelor's degree (e.g., Environmental Science or a relevant discipline) with relevant experience.
- LEED Green Associate or similar certification preferred.
- Expertise in energy efficiency, waste management, and sustainable procurement.

**b) Social Impact Specialist**

- Bachelor's degree in social sciences, Public Health, or a related field with relevant experience.
- Expertise in community health outreach, employee well-being programs, and diversity & inclusion initiatives within aviation or infrastructure.

**c) Governance Specialist**

- Bachelor's degree in business administration, Law, or a related field with relevant experience.
- Expertise in ethical sourcing, ESG risk management, and board oversight of ESG initiatives.

**d) Data Analyst**

- Bachelor's degree in data science, Statistics, or a related field.
- Familiarity with data analysis software (e.g., R, Python, Tableau).
- Experience with ESG data collection and reporting frameworks (e.g., GRI Standards, SASB).

**Additional Considerations**

- a) Strong knowledge of data protection regulations and practices to handle data responsibly.
- b) Good understanding of the local landscape, including regulatory environment and community needs.
- c) The ESG team should collaborate efficiently with other departments within Fiji Airports.

**2.7 Time Frame**

Bidders should submit a detailed time schedule for the project implementation period and its phases. All deliverables must be satisfactorily completed and delivered within this timeframe. Certificates and sign-offs shall be executed upon delivery of each deliverable.

**2.8 Responsibilities of Fiji Airports**

Fiji Airports will provide the following:

1. Liaison team.
2. Relevant documents and materials.
3. Relevant logistical arrangements.
4. Infrastructure and a conducive environment to carry out the tasks.
5. Any other form of facilitation that the consultant may require from time to time.

The Consultant shall facilitate its own transport, remuneration, accommodation, and subsistence for their staff.

## **2.9 Period of the Assignment**

The period of execution of the assignment is estimated to be about six to nine months. However, the services of the consultants will be offered based on an agreed schedule. This will be part of the evaluation criteria.

## **2.10 Form of contract**

The form of contract proposed for this project shall be provided by Fiji Airports which will be a Consultancy Services Agreement suitable for ESG framework development.

## **2.11 Project Procurement Methodology**

Fiji Airports seeks to engage a qualified Consultant with demonstrated experience in developing and implementing ESG frameworks for complex organizations, particularly within aviation, infrastructure, or highly regulated environments.

Respondents should provide details of their project approach and methodology, ensuring alignment with both Fiji Airports' operational context and international ESG standards.

This ESG framework project will involve both onsite collaboration (e.g., stakeholder engagement) and remote work. Respondents should demonstrate capacity to manage flexible operations, including meeting Fiji Airports reporting requirements and compliance obligations.

## **2.12 Expenses and Disbursements**

All expenses and disbursements, including but not limited to stakeholder consultation travel, meetings, and workshops, Printing, photocopying, phone calls, and emails and Development of reports and presentations must be included in the Respondent's tender price. No additional claims for reimbursement will be accepted outside the agreed contract scope.

## **2.13 Other Tender documents**

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

- a. Tender Response Form, including tender conditions

## 3 OUR EVALUATION APPROACH

### 3.1 Evaluation model

The evaluation model that will be used for this Tender is weighted criteria, which includes both technical and financial aspects. Price is a weighted criterion. Only tenders capable of meeting the ESG framework requirements within the specified timelines will proceed for evaluation. The Tender that scores the highest will likely be selected as the Successful Respondent.

### 3.2 Pre-condition Requirements

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.	For those firm's registered in Fiji – Have current FRCS and FNPF compliance certificates.
2.	To hold a minimum \$1 million dollars FJD in Public Liability Insurance.
3.	To hold a minimum \$5 million dollars FJD in Professional Indemnity Insurance
4.	Must have valid registration
5.	Copy of Certificate of Incorporation/Certificate of Registration.
6.	Copy of valid Fiji Revenue and Customs Service (FRCS) Tax Compliance Certificate.
7.	Copy of Company Extract issued within 12 months from the Fiji Registrar of Companies, and copies of identification cards (IDs) for sole proprietors or partnerships, specifying the shareholding or ownership structure.
8.	Must provide a copy of a valid Business Trading License relevant to this tender.
9.	Must attach a duly filled Form of Tender.
10.	Must submit copies of the two most recent audited financial reports (not older than 2022), certified by an auditor and/or firm registered with the Fiji Institute of Accountants (FIA). (Attach valid audit firm registration certificate)
11.	ENSURE that all pages are sequentially paginated as of the tender document.
	<b>Note 1:</b> Bidders who do not attach <b>ANY</b> of the mandatory requirements may be considered non-responsive and may NOT be evaluated further.

### 3.3 Tender Evaluation Criteria

After the tender opening, the tenders will be evaluated in two stages:

1. Technical Evaluation & Due Diligence - 70%
2. Financial Evaluation - 30%

### 3.4 Stage 1 - Technical Evaluation and Due Diligence – 70%

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

Criterion	Weighting	Maximum Points
<b>1.Experience of the Firm relevant to Environmental, Social, and Governance Consulting and Training</b>	<b>20%</b>	
<b>2.Qualifications and Experience of Consultants</b>	<b>32%</b>	
<b>3. Adequacy of Proposed Methodology, Workplan, and Approach</b>	<b>28%</b>	
<b>4. Due Diligence</b>	<b>10%</b>	
<b>4. Training</b>	<b>10%</b>	
<i>Total weightings</i>	<b>100%</b>	
<b>1. Experience of the Firm relevant to Environmental, Social, and Governance Consulting and Training</b>		<b>20</b>
1.1 Attach five copies of contracts for the development and implementation of ESG frameworks for well-established and known private and public institutions.		10
1.2 Attach letters of reference/recommendation from at least three public/private sector institutions where the firm has conducted ESG consultancy services.		6
1.3 Evidence of engagement in the development and implementation of an ESG framework in at least one aviation institution or an airport operator.		4
<b>2. Qualifications and Experience of Consultants</b>		<b>32</b>
Key Consultant / Lead		
2.1 Master’s Degree in a relevant field.		4
2.2 Bachelor’s Degree in a relevant field.		3
2.3 Certification in Sustainability or a related field.		4
2.4 Evidence of membership in an ESG professional body.		2
2.5 Evidence of more than two years of relevant professional experience in ESG matters.		3



2.6 Track record and practical experience in designing, implementing, and rolling out ESG frameworks in large institutions (provide evidence and summary).		6
<b>Support Team (minimum of 5 members)</b>		
2.7 Bachelor's Degree in a relevant field.		3
2.8 Relevant professional certification.		3
2.9 Experience of the support team in ESG implementation.		4
2.10 Attach CVs and certified copies of certificates for professional resource persons proposed to carry out the exercise.		
<b>Note:</b> The team proposed in the proposal must be the same team to carry out the execution. The CVs presented should be of the team to carry out the engagement. If any of the provided and committed consultants are not available, the consultant must provide replacements with similar qualifications, calibre, experience, and capabilities to deliver the job.		
<b>3. Adequacy of Proposed Methodology, Workplan, and Approach</b> in responding to the Terms of Reference		<b>28</b>
3.1 Provide detailed methodology for the Environmental, Social, and Governance Program assignment.		13
3.2 Provide a detailed workplan with an activity schedule covering the scope of the assignment, including deliverables and a schedule for covering the ESG assignment.		6
3.3 Team organization structure.		3
3.4 Team roles and responsibilities.		3
3.5 List of tools to be employed in the ESG assignment (e.g., matrices or software).		3
<b>4. Due Diligence</b>		<b>10</b>
4.1 Compliance with local regulations and standards.		3
4.2 Assessment of the bidder's financial stability and capacity to perform the contract.		3
4.3 Review of references and past performance on similar projects		4
<b>5. Training</b>		<b>10</b>
5.1 Provide a detailed description of the ESG training approach for educating Fiji Airports stakeholders.		10
<b>TOTAL</b>		<b>100 Marks</b>

**Note:** Only tenders who score **70 Marks and above** shall be considered for financial evaluation.

### 3.5 Stage 2 Financial Evaluation – 30%

The financial proposal will account for **30%** of the total evaluation marks, and the score will be based on the tender prices submitted.

The formula for determining the Financial Score (**SF**) is as follows:

$$SF = 30 \times \left( \frac{FM}{F} \right)$$

Where:

- **SF** is the Financial Score,
- **FM** is the lowest priced financial proposal,
- **F** is the financial proposal under consideration.

#### Combined Technical and Financial Scores

The following formula will be used to calculate the combined scores:

$$T.S (70\%) + F.S (30\%) = T.T.S (100\%)$$

Where:

- **T.S** = Technical Score (as evaluated in Stage 2),
- **F.S** = Financial Score (as evaluated above),
- **T.T.S** = Total Score.

The Total Score (**TTS**) is calculated as follows:

$$TTS = \text{Technical Score (TS)} + \text{Financial Score (FS)}$$

### 3.6 Scoring Scale

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>89-100</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	<b>70-89</b>

Rating	Definition	Score %
	factors that will offer potential added value, with supporting evidence.	
<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>50-69</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>30-49</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>10-29</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>

### 3.7 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

### 3.8 Value-for-Money Consideration

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.

## 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. It must also clearly state the total Contract price exclusive of VAT.
- c. the variation price schedule is based on fee rates, all rates to be specified on an hourly rate.
- 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 FJD\$. Unless otherwise agreed, Fiji Airports will arrange contractual payments in FJD\$.
- g. where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.
- h. 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.

## 5 OUR PROPOSED CONTRACT

### 5.1 Proposed Contract

The form of contract proposed for this project shall be provided by Fiji Airports which shall be a Consultancy Services Agreement suitable for ESG framework development

### 5.2 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.

## 6 RFT PROCESS, TERMS AND CONDITIONS

### 6.1 Note to suppliers and Respondents

- a. 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.
- b. 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 marketplace that does not submit a Tender.' Definitions are at the end of this section.
- c. If you have any questions about the RFT-Terms please email our Point of Contact.

### 6.2 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 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.
- d. 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.

### **6.3 Offer Validity Period**

- a. Tenders are to remain valid and open for acceptance by Fiji Airports for the Offer Validity Period of 90 days from date of tender.

### **6.4 Respondents' Deadline for Questions**

- b. 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.
- c. All requests for clarification must be made by email to 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.
- d. 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 will be posted on Tenderlink and issued as an Addendum to all participating Respondents. A Respondent may withdraw a request at any time.
- e. 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.

## 6.5 Submitting a Tender

- a. Subject to paragraph (c)(i) the Respondent must ensure that its Tender is not prepared (in whole or in part) by any officer, employee, agent or adviser of the Respondent who was:
  - i. an employee of Fiji Airports at any time during the six months immediately preceding:
  - ii. if Fiji Airports is using Tenderlink, the date on which the Tender Documents were published on Tenderlink or otherwise issued to the Respondent; or
  - iii. if Fiji Airports is not using Tenderlink, the date on which the Tender Documents were issued to the Respondent;
- b. If the Respondent wishes to request permission to have a person described under paragraph (a) contribute to or participate in the preparation of the Tender, it must notify the Contact Officer by email no later than 14 days prior to the RFT Close Date and Time, providing details of the person, the person's status under paragraph (a) and the person's proposed contribution to or participation in the preparation of the Tender.
- c. If a request is made under paragraph (b), the Contact Officer will notify the Respondent by email that Fiji Airports (in its absolute discretion) either:
  - i. grants permission, whether with or without such conditions as Fiji Airports thinks fit (which may include requiring the relevant person to make a statutory declaration or duly execute a deed); or
  - ii. refuses permission.

## 6.6 Use of Former Fiji Airports Personnel in Preparation of Tender

- a. Each Respondent is responsible for ensuring that its Tender is received by Fiji Airports at the correct address on or before the RFT Close Date and Time. 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.

## 6.7 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.

## 6.8 Information Necessary for Submissions

- a) Before completing the submission response respondents must carefully read and comply with the Terms and Conditions for the RFP (this document).

- b) Lodgement of a submission shall be taken to mean that the respondent has obtained all information necessary for its accurate preparation. The information contained in or attached to this document or subsequently provided, is provided in good faith. However it is provided for guidance only and no guarantee is given as to its accuracy, completeness, validity or applicability. No claim may be made against Fiji Airports for costs or losses which may arise from anything contained in or omitted from this document or provided subsequently.
- c) Claims by the successful respondent(s) for extra remuneration on the grounds of not being furnished with sufficient, or accurate information, or any unforeseen terms will not be considered by Fiji Airports.
- d) This document is not an offer and is to obtain information only.
- e) Note that regardless of anything expressed or implied to the contrary in this document, Fiji Airports reserve the right to conduct the RFP process as they see fit and Fiji Airports reserves the right to select the successful respondent as it sees fit.

## 6.9 Confidentiality

- a) Confidential information includes all information and documentation obtained by or provided to you during this RFP process, including, without limitation, this document but excluding all information which is in the public domain; is required to be disclosed by law or was already known by you and is in the public domain (“Confidential Information”). Respondents may only use Confidential Information for the purposes of this RFP process.
- b) By accepting this document, recipients agree to keep Confidential Information confidential and will only use it for the purposes of this RFP. No information contained in this document is to be shared or revealed to anyone not approved by Fiji Airports in writing.
- c) The Recipient must:
  - i. Hold the Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of, the Confidential Information.
  - ii. Keep the Confidential Information including without limitation any documents secure and protected from any use, disclosure or access by any other party.
  - iii. Promptly notify Fiji Airports if it suspects, or becomes aware of, any unauthorised use, storage, copying or disclosure of the Confidential Information.

## 6.10 Cost of Preparation of Submissions

- a) Respondents are responsible for their own cost of preparing and lodging submissions and all other costs, including site visits, arising out of the process. For the avoidance of doubt, no claim can be brought against Fiji Airports if this process is aborted or if there is otherwise a departure from the processes set out in this document at any time.



### **6.11 Format of Submission Response**

- a) The response must contain all the documents and information requested, and all questions must be answered.
- b) Submissions must include a complete response as per instructions in the document and these conditions. Failure to observe these instructions may cause a response to be considered non-compliant, however Fiji Airports reserves the right to include the same in its evaluation.

### **6.12 Lodging the Submission**

- a) Submissions must be lodged by the date specified in the document. Late submissions may be considered invalid and excluded from the evaluation, however, Fiji Airports reserves the right to accept late submissions if, in Fiji Airports' reasonable opinion, the late submission was due to factors beyond the control of the recipient and Fiji Airports does not consider that acceptance is unfair to other respondents.
- b) Upon delivery of the responses in accordance with Clause 3.1 of this document, the submissions become the property of Fiji Airports, however Fiji Airports agrees to keep all Confidential Information, confidential and only use such information for the purposes of this RFP.

### **6.13 Additional Information**

- a) The respondent may be called upon to supply information additional to that shown in its submission in respect of the services to be provided.
- b) The respondent may be required to authenticate and, or provide evidence of claims made in its submissions.
- c) False or misleading claims or claims that cannot subsequently be authenticated may disqualify a respondent from further consideration and render their submission invalid.
- d) Respondents can include in their submission any other information that may enhance the competitiveness of their submission.

### **6.14 Acceptance**

- a) Fiji Airports shall not be bound to accept the lowest offer of any submission and no submission shall be deemed to have been accepted until a formal written agreement is executed by the parties.
- b) An invitation to negotiate further with a respondent will not constitute an acceptance of the submission by Fiji Airports.
- c) An acceptance of a submission or any invitation to negotiate or make an offer will not constitute a contract to supply services to Fiji Airports.

## 6.15 Reservation of Rights

Fiji Airports reserves the right to:

- a) Extend the submission closing date.
- b) Amend the requirements at any time prior to the submission closing date, provided that the amendment is notified to all respondents.
- c) Include non-compliant responses in any evaluation.
- d) Seek information from or negotiate with one or more of the respondents on any issue at any time and continue to negotiate with one or more of the respondents.
- e) Discontinue negotiations at any time with any respondent.
- f) Abandon this process whether before or after the receipt of submissions.
- g) Make inquiries of any person, company or organisation to ascertain information regarding the respondent and its submission.
- h) Take any other action it considers appropriate;

And if Fiji Airports chooses to exercise any of these rights, no claim may be made against Fiji Airports for any resulting costs or losses.

## 6.16 Respondent's Expectations

Respondents may expect that:

- a) Fiji Airports will preserve the confidentiality of respondents' confidential information.
- b) Fiji Airports will afford invited respondents the opportunity to compete fairly for the business.
- c) Fiji Airports will provide advice to respondents on the outcomes of their offer.

## 6.17 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.

## 6.18 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.
- d. 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.

## 6.19 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 6.8 and 6.9.
- 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 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.

## 6.20 Negotiations

- a. Fiji Airports may invite a Respondent to enter into negotiations with a view to a 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.

## **6.21 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 debriefing 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.

## **6.22 Notification of outcome**

- a. At any point after the 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.

## **6.23 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 to the Chief Executive Officer of Fiji Airports.
- 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.

## **6.24 Fiji Airports' 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 Tenderlink 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.

## **6.25 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.

## **6.26 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 6.15.a. and d. and 6.17.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.

## **6.27 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.

## **6.28 Confidential Information**

- a. Fiji Airports and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.19.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 paragraph 6.19.a. are subject to requirements imposed by the Privacy Act 1988 (Cth), Commonwealth requirements and policies 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 a 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.

## **6.29 Confidentiality of RFT information**

- a. 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 or as allowed for under the laws of Fiji.

## **6.30 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 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.

## **6.31 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 6.13 to 6.35
- vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.24.a. is subject only to Fiji Airports reserved rights in paragraph 6.25.
- c. Except for the legal obligations set out in paragraph 6.23.a. no legal relationship is formed between the Fiji Airports and any Respondent unless and until a Contract is entered into between those parties.

### 6.32 Elimination

- a. The 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 meet the precondition requirements.
  - ii. The Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFT
  - iii. The tender contains a material error, omission or inaccuracy
  - iv. the Respondent is in bankruptcy, receivership or liquidation
  - v. the Respondent has made a false declaration
  - vi. there is a serious performance issue in a historic or any current contract being delivered by the Respondent
  - vii. the Respondent has been convicted of a serious crime or offence
  - viii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent and/or causes reputable damage to Fiji Airports.
  - ix. the Respondent has failed to pay taxes, duties or other levies
  - x. the Respondent represents a threat to national security or the confidentiality of sensitive government information
  - xi. the Respondent is a person or organisation designated as a terrorist by the Australian Police or listed on the DFAT consolidated list<sup>1</sup>.
  - xii. in breach of or otherwise inconsistently with any Statutory Requirement regarding the offering of unlawful inducements in connection with the preparation of a tender or during a tender process.
  - xiii. with the utilisation of information unlawfully obtained from the Fiji Airports.

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<sup>1</sup> Refer <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>

### **6.33 Fiji Airports' additional rights**

- a. Despite any other provision in the RFT the 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 a risk of collusion on the part of a Respondent, or if 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 if in breach of condition 6.32 herein.
  - 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 are 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.

### **6.34 Fiji Law & Jurisdiction**

- 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.



## 6.35 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.

## 6.36 Definitions

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

<b>FIJI AIRPORTS</b>	Airports Fiji Pte Limited t/a Fiji Airports
<b>RFT Close Date and Time</b>	Means the date and time specified in the RFT Document Section 1, paragraph 1.2 and on Tenderlink.
<b>Business Day</b>	Any weekday 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>	Information that: <ol style="list-style-type: none"><li>a. is by its nature confidential</li><li>b. is marked by either Fiji Airports or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted'</li><li>c. is provided by Fiji Airports, a Respondent, or a third party in confidence</li><li>d. Fiji Airports or a Respondent knows, or ought to know, is confidential.</li></ol> Confidential information does not cover information that is in the public domain through no fault of either Fiji Airports or a Respondent.
<b>Conflict of Interest</b>	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 Fiji Airports 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: <ol style="list-style-type: none"><li>a. actual: where the conflict currently exists</li><li>b. potential: where the conflict is about to happen or could happen, or</li></ol> perceived: where other people may reasonably think that a person is compromised.
<b>Consultant</b>	Means the appointed service provider and/or tenderer.

<b>Contract</b>	The written Contract/s entered into by Fiji Airports and Successful Respondent/s for the delivery of the Requirements
<b>DCAP</b>	Detailed Consultant’s Activities Proposal as defined in the Design Stage Plan.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to Fiji Airports as stated in Section 1, paragraph 1.2, if applicable.
<b>VAT</b>	The Value added tax payable in accordance with Australian Tax Law.
<b>Evaluation Approach</b>	The approach used by Fiji Airports to evaluate Tenders as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
<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>Offer Validity Period</b>	The period of time when a Tender (offer) is held open by the Respondent for acceptance by Fiji Airports as stated in Section 1, paragraph 1.6.
<b>Point of Contact</b>	Fiji Airports 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. Fiji Airports 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 Fiji Airports 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 Fiji Airports for the delivery of the Requirements as described in Section 5.
<b>Requirements</b>	The goods and/or services described in Section 2 which Fiji Airports intends to purchase.
<b>Respondent</b>	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 marketplace that does not submit a Tender.
<b>Response Form</b>	The form and declaration prescribed by Fiji Airports and used by a Respondent to respond to the RFP, 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 RFP. It comprises the Response Form, the Respondent’s bid, financial and pricing information and all other information submitted by a Respondent.