



REQUEST FOR TENDER
for
SELECTION OF INDEPENDENT MONITOR IN RESPECT OF THE PROJECT
RELATING TO UPGRADATION, DEVELOPMENT, OPERATION AND
MAINTENANCE OF LAUTOKA AND BA HOSPITALS IN FIJI

4 MARCH 2020

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DISCLAIMER

The information contained in this RFT or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the Government and its employees or advisers is provided to the Bidders on the terms and conditions set out in this RFT and such other terms and conditions subject to which such information is provided.

This RFT is neither an agreement nor an offer by the Government to the Bidders or any other Person. The purpose of this RFT is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This RFT includes statements which reflect various assumptions and assessments arrived at by the Government and its advisers for selection of Independent Monitor for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this RFT may not be appropriate for all Persons and it is not possible for the Government and its employees or advisers to consider the investment objectives, financial situation and particular needs of each Person who reads this RFT. The assumptions, assessments, statements and information contained in this RFT may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFT.

The information provided in this RFT to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. The Government and its employees and advisers accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in this RFT.

Except as provided in this RFT and the Independent Monitor's Agreement, the Government and its employees and advisers make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in this RFT, including the accuracy, adequacy, correctness, completeness or reliability of this RFT and any assessment, assumption, statement or information contained in this RFT or deemed to form part of this RFT or arising in any way.

It will be deemed that by submitting a Bid, a Bidder agrees and releases the Government and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFT and/or in connection with the Bid Process, to the fullest extent permitted by applicable laws and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

The Government and its employees, agents and advisers also accept no liability of any nature, whether resulting from negligence or otherwise arising from reliance of any Bidder upon the contents of this RFT. The Government may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statements or assumptions contained in this RFT.

The issue of this RFT does not imply that the Government is bound to qualify any Bidder or select/appoint any Bidder as the Independent Monitor for the Project. The Government reserves the right to reject all or any of the Bids at any time without assigning any reasons whatsoever.

GLOSSARY

In this RFT, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below. Capitalised terms used in this RFT but not defined herein, but defined in the Concession Agreement, shall have the meaning set out in the Concession Agreement.

Addendum or Addenda	means an addendum or addenda to this RFT.
Adjusted Professional Fee	shall have the meaning ascribed to the term in Section 24.3(d).
Affiliate	means, in relation to any Person, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such Person.
Annexure	means an annexure to this RFT.
Applicable Law	shall have the meaning ascribed to it in the Concession Agreement.
Ba Hospital	shall have the meaning ascribed to it in the Concession Agreement.
Bid	means a bid submitted by a Bidder for qualification and selection of Independent Monitor for the Project consisting of the Qualification Proposal and the Financial Proposal and otherwise in compliance with the requirements of this RFT, and ' Bids ' mean collectively, all the bids for the Project.
Bidder	means an interested Company which submits a Bid to the Government pursuant to, and in accordance with this RFT and ' Bidders ' shall be construed accordingly.
Bid Due Date	means the last date for submission of the Bids specified in the Bid Schedule, as may be extended by the Government from time to time in accordance with the provisions of this RFT.
Bid Process	means the single-stage bidding process undertaken by the Government for selection of Independent Monitor for the Project on the terms and conditions set out in this RFT.
Bid Schedule	means the schedule of the Bid Process specified in Section 2.11 of this RFT, as may be amended by the Government from time to time.
Business Day	means a day other than a Saturday, Sunday or public holiday in the Republic of Fiji.
Companies Act	means the (Fijian) Companies Act 2015, as amended from time to time.
Company	means a company incorporated under the Companies Act 2015 or a foreign company incorporated under the law applicable in its jurisdiction of incorporation.
Concession Agreement	means the concession agreement executed between the Government and the Concessionaire on 17 January 2019 in relation to the Project,

	a copy of which is annexed at Schedule 3.
Concessionaire	shall have the meaning ascribed to it in the Concession Agreement.
Concessionaire Related Party	<p>means any of the following:</p> <p>(a) the Concessionaire, Affiliates of the Concessionaire, shareholders of the Concessionaire;</p> <p>(b) an officer, adviser, consultant, wage earner, employee or agent of the Concessionaire acting in that capacity;</p> <p>(c) any Subcontractor engaged by the Concessionaire and their directors, officers, wage earner, employees or agents acting in that capacity; or</p> <p>(d) any Person acting on behalf of the Concessionaire.</p> <p>For the avoidance of doubt, it is clarified that the Project Hospital Deputed Staff will be deemed to be Concessionaire Related Parties for the duration of their deputation by the Government to the Concessionaire under the Concession Agreement.</p>
Conflict of Interest	shall have the meaning set out in Section 3.2.
Control	<p>means, with respect to a Person:</p> <p>(a) the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Person; or</p> <p>(b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise,</p> <p>and the term 'Controlled' shall be construed accordingly.</p>
Construction Period	shall have the meaning ascribed to it in the Concession Agreement.
Construction Period Professional Fee	means the fee to be paid to the IM for the first quarter of the Construction Period, as quoted by the Bidder in its Financial Proposal.
Designs & Drawings	shall have the meaning ascribed to it in the Concession Agreement.
Eligibility Criteria	means the minimum eligibility criteria set out in Section 3 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be eligible for evaluation of its Financial Proposal.
e-Procurement Portal	means the e-Procurement Portal of the Government available at the following url: www.tenderlink.com/economyfiji/ .
E&S Standards	shall have the meaning ascribed to it in the Concession Agreement.
Expert	means a natural person who has the relevant qualification and

	experience, as specified in Part B of Schedule 2.
Financial Capacity	means the financial capacity and strength of the Bidder as determined in accordance with Section 4.2.
Financial Proposal	means the financial proposal to be submitted by a Bidder in accordance with this RFT.
Financial Year	means each 12-month period commencing on 1 August of one calendar year and ending on 31 July of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
FJD	means the Fijian Dollar, the lawful currency of the Republic of Fiji.
FNPF	means the Fiji National Provident Fund Board, established under the Fiji National Provident Fund Act (Cap 219) and continued in existence under the Fiji National Provident Fund Act 2011 and having its registered office at Provident Plaza, 33 Ellery Street, Suva.
Fourth Preferred Bidder	means the Qualified Bidder who has the fourth lowest Adjusted Professional Fee, calculated in accordance with Section 24.3(d).
FRCS	means the Fiji Revenue and Customs Service.
Good International Industry Practice or GIIP	shall have the meaning ascribed to it in the Independent Monitor's Agreement.
Government	means the Government of the Republic of Fiji.
Government Related Party	<p>means any of the following:</p> <ul style="list-style-type: none"> (a) an officer, servant, employee or agent of the Government, acting in that capacity; (b) any contractor or subcontractor of the Government and their directors, officers, servants, employees or agents, acting in that capacity; or (c) any Person acting on behalf of the Government, <p>in each case only if connected directly or indirectly to the Project.</p> <p>For the avoidance of doubt, it is clarified that 'Government Related Parties' does not include the Concessionaire or FNPF.</p>
Identified Services	means the services to be provided by the relevant Experts as set out in Part B of Schedule 2.
IFC	means the International Finance Corporation.
IM Services	shall have the meaning ascribed to it in the Independent Monitor's

	Agreement.
Independent Monitor or IM	means an entity selected pursuant to the process set out in this RFT; to which the LOA is issued; and appointed by the Government to act as independent monitor for the Project in accordance with provisions of the Concession Agreement and the Independent Monitor's Agreement.
Independent Monitor's Agreement	means Independent Monitor's Agreement to be executed between the Government, the Concessionaire and the Independent Monitor, substantially in the format set out in Annexure 3 to this RFT.
Independent Monitor TOR	shall mean the Independent Monitor Terms of Reference as set out in Schedule 2 of the Independent Monitor's Agreement.
In-house Expert	shall have the meaning ascribed to it in Section 4.1(e) of this RFT.
Lautoka Hospital	shall have the meaning ascribed to it in the Concession Agreement.
LOA	means the letter of award to be issued by the Government to the Selected Bidder in accordance with Section 26.
Net Worth	means the net worth of a Bidder which shall be determined in the manner provided in Annexure 1E.
NPV	shall have the meaning ascribed to the term in Section 24.3(d).
Operate and Maintain or O&M	shall have the meaning ascribed to it in the Concession Agreement.
O&M Period	shall have the meaning ascribed to it in the Concession Agreement.
O&M Period Professional Fee	means the fee to be paid to the IM for the first quarter of the O&M Period, as quoted by the Bidder in its Financial Proposal.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organisation or any other legal entity.
PPP	means public private partnership.
Preferred Bidder	means the Qualified Bidder who has the lowest Adjusted Professional Fee, calculated in accordance with Section 24.3(d).
Professional Fee	means collectively: (a) Construction Period Professional Fee; and (b) O&M Period Professional Fee.
Project	shall have the meaning set out in Section 1.1.

Project Hospitals	shall have the meaning set out in Section 1.1.
Project Hospitals Asset Register	shall have the meaning ascribed to it in the Concession Agreement.
Qualification Criteria	means the qualification criteria set out in Section 4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of its Financial Proposal.
Qualification Proposal	means the proposal to be submitted by each Bidder to demonstrate that it meets the Eligibility Criteria and the Qualification Criteria as set out in Section 3 and Section 4 respectively.
Qualified Bidder	means the Bidder who meets the Qualification Criteria and the Eligibility Criteria and is qualified to have its Financial Proposal opened, in accordance with the terms of this RFT.
RFT	means this request for tender dated [3 March 2020 along with its Schedules and Annexures and Addenda, if any, issued now or in the future.
Schedule	means a schedule to this RFT.
Second Preferred Bidder	means the Qualified Bidder who has the second lowest Adjusted Professional Fee, calculated in accordance with Section 24.3(d).
Section	means an individual section of this RFT.
Selected Bidder	means the Qualified Bidder selected by the Government for selection of Independent Monitor in accordance with the terms of this RFT.
Technical Capacity	means the technical capacity and experience of a Bidder as determined in accordance with Section 4.1.
Third Preferred Bidder	means the Qualified Bidder who has the third lowest Adjusted Professional Fee, calculated in accordance with Section 24.3(d).
Transition Phase Completion Conditions	shall have the meaning ascribed to it in the Concession Agreement.

PART I

INTRODUCTION

1. BACKGROUND

1.1 The Government of the Republic of Fiji aims deliver on our mission to improve the quality and availability of public health services for our citizens. We wish to improve our health services to match our ambitions to ensure universal and quality health coverage for all Fijians. As a component of this aim the Government intends to to augment the healthcare infrastructure at the Lautoka Hospital (with capacity of at least 305 Beds) and the Ba Hospital (with capacity of at least 70 Beds) (**Project Hospitals**) located in the Western Division of the Republic of Fiji through a PPP (**Project**). The objective of the PPP is to improve access to affordable health care services at the Project Hospitals.

1.2 In this regard, the Government has entered into a concession agreement with the Concessionaire on 17 January 2019 (**Concession Agreement**) to implement the Project. In accordance with the terms of the Concession Agreement, the Government has issued this RFT to undertake a competitive bid process for the selection of an Independent Monitor for the Project.

1.3 Role of the Independent Monitor

The Independent Monitor will be required to provide IM Services in accordance with the Independent Monitor's Agreement and the Concession Agreement. The Professional Fee quoted by the Selected Bidder will be the actual fee payable to the Independent Monitor under the terms of the Independent Monitor's Agreement and will be (i) inclusive of all taxes, costs in respect of support staff and any other costs, and (ii) subject to annual escalation at 3% (three per cent) per annum.

1.4 In respect of IM Services, the Bidders are permitted to subcontract the technical capacity in accordance with the manner set out in Section 4.1 of this RFT. For the purposes of submitting the Bid, it is clarified that more than one Bidder can collaborate with the same Expert on a non-exclusive basis.

1.5 The statements and explanations contained in this RFT are intended to provide the Bidders with a general understanding of the subject matter of this RFT and the Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:

- (a) the scope of the rights and obligations of the Independent Monitor set out in the Independent Monitor's Agreement and the Concession Agreement;
- (b) the Government's right to alter, amend, change, supplement or clarify the rights and obligations of the Independent Monitor or the terms and conditions set out in the Independent Monitor's Agreement and the Concession Agreement, in accordance with this RFT.

Consequently, any omissions, conflicts or contradictions between this RFT and the Independent Monitor's Agreement are to be noted, interpreted and applied appropriately to give effect to this intent. The Government will not entertain any claims on account of such omissions, conflicts or contradictions.

2. BRIEF DESCRIPTION OF THE BID PROCESS

2.1 The Government has adopted a single-stage Bid Process for selection of the Selected Bidder. This RFT is being issued by the Government as part of the Bid Process.

- 2.2 The Bidders shall download the RFT from the e-Procurement Portal of the Government available at the following url: www.tenderlink.com/economyfiji/. The RFT will appear on the e-Procurement Portal under “All Current Tenders” and will be available only until the time specified for submission of Bids on the Bid Due Date. The Government is not responsible for the completeness of the RFT, if it is not downloaded directly from the e-Procurement Portal.
- 2.3 The Bidders may inspect the Project Hospitals and carry out, at their own cost and expense, such inspections as may be required to submit their respective Bids, on the date for the site visit set out in the Bid Schedule. Bidders must notify the Government if it intends to inspect the hospital 3 (three) days in advance of the site visit date specified in the Bid Schedule. The Bidders may also submit a written request to the Government for inspecting the Project Hospitals on any other date prior to the Bid Due Date. The Government shall use reasonable endeavours to facilitate such site visits provided that the Bidder gives the Government at least 3 (three) Business Days prior written notice of its intention to visit the Project Hospitals. The Bidders shall ensure that their inspection of the Project Hospitals does not in any manner hinder or obstruct the smooth functioning of the Project Hospitals. The Government or the Concessionaire will have no liability to the Bidders in connection with any site visit by the Bidder or its employees, advisers, agents or representatives, including any loss or liability (including personal injury or loss to property) caused to the Bidder or any of its employees, advisers, agents or representatives while on a site visit to any Project Hospital. The Bidders shall hold the Government, Government Related Parties, Concessionaire and the Concessionaire Related Parties harmless and indemnify the Government, Government Related Parties, Concessionaire and the Concessionaire Related Parties from and against any injury, loss, claims, damage, cost or expense which may arise from or may be incurred or suffered on account of the Bidder’s site visits.
- 2.4 It will be assumed that the Bidders have accounted for all relevant factors including the applicable law in relation to provision of IM Services in respect of the Project, while submitting their Bids. The Bidders will be deemed to have full knowledge of the Project, including the scope of activities required to be performed by the Independent Monitor under the Independent Monitor’s Agreement and Concession Agreement.
- 2.5 Each Bidder is required to submit a single Bid pursuant to the RFT, which should consist of 2 (two) parts: (a) the Qualification Proposal; and (b) the Financial Proposal.

2.6 Evaluation stages

The evaluation of the Bids will be carried out in 2 (two) sub-stages:

- (a) The first sub-stage will involve qualification of the Bidders based on the evaluation of their Qualification Proposals to determine compliance with the Eligibility Criteria and the Qualification Criteria. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Criteria will be qualified for the second sub-stage.
- (b) The second sub-stage will involve evaluation of the Financial Proposals of Qualified Bidders to identify the Selected Bidder for the Project.

For the avoidance of any doubt, it is clarified that the Financial Proposals of any Bidders who do not meet the Eligibility Criteria or the Qualification Criteria will not be opened for evaluation.

- 2.7 All Bids are required to be prepared and submitted in accordance with the terms of this RFT on or before the Bid Due Date.

2.8 Subject to Section 7.1(e), generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then the Government may exercise any of its rights under Section 7.2.

2.9 **Procurement Method**

- (a) The Bid Process will be conducted by way of a combination of e-Procurement and physical tendering.
- (b) Each Bidder must register with the e-Procurement Portal. The system specifications for use of the e-Procurement Portal by Bidders are set out at Schedule 1.
- (c) The Bidders must upload an electronic copy of their Qualification Proposal on the e-Procurement Portal in PDF format, in accordance with Section 18.1.
- (d) The Financial Proposal must only be submitted in physical form to the Government in accordance with Section 18.2 at the address mentioned in Section 18.4(b).

It is clarified that the Bidders must not submit an electronic copy of the Financial Proposal and must not upload the Financial Proposal on the e-Procurement Portal.

Submission of the Financial Proposal on the e-Procurement Portal may, at the sole discretion of the Government, lead to the disqualification of the Bidder.

- (d) The Bidders are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of electronically submitting their Qualification Proposal.
- (e) References to any date or time of day in this RFT are to Fijian Standard Time (taking into account Fijian Daylight Saving Time, when applicable).

2.10 Any queries or requests for additional information relating to this RFT should be submitted by the Bidder by sending an e-mail to pppinfo@govnet.gov.fj and tromo@ifc.org on or before the specified time and date mentioned in the Bid Schedule.

2.11 The Government shall endeavour to adhere to the following schedule for the Bid Process, provided that the Government, may, in its sole discretion at any time and from time to time change the schedule set out below:

S. No.	Event	Date/Location
1.	Issue of RFT and the Independent Monitor’s Agreement	4 March 2020
2.	Site visit	18 March 2020, 1000 Hrs – Ba hospital 1300 Hrs – Lautoka hospital
3.	Last date for receiving queries from Bidders	19 March 2020, 2359 Hrs
4.	Issue of Addendum/revised RFT by Government latest by	27 March 2020, 1800 Hrs

S. No.	Event	Date/Location
5.	Bid Due Date	3 April 2020, up to 2359 Hrs

PART II

ELIGIBILITY AND QUALIFICATION CRITERIA

3. ELIGIBILITY OF BIDDERS

3.1 Nature of Bidder

A Bidder must be a Company.

3.2 Conflict of Interest

A Bidder shall not have a Conflict of Interest. A Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a **Conflict of Interest** with one or more Bidders, if it:

- (a) Controls, is Controlled by or is under common Control with any of the other Bidders;
- (b) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Affiliates;
- (c) has direct or indirect shareholding in any other Bidder or their Affiliates. Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Affiliate in the other Bidder or Affiliate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a multilateral institution;
- (d) has a relationship with any of the other Bidders or their Affiliates, directly or through common third parties, that puts them in a position to have access to information that may influence the Bid of one or more of such Bidders or influence the decisions of the Government regarding the Bid Process;
- (e) submits more than one Bid for the Project either itself or through an Affiliate. This will result in the disqualification of all such Bids submitted by the Bidder and/or its Affiliates; or
- (f) has participated directly or through an Affiliate as a consultant or adviser in the preparation of the design of or technical specifications for the Project.

Notwithstanding anything to the contrary, a Bidder shall not be a Concessionaire Related Party or Government Related Party or any Affiliate of Concessionaire Related Party or Government Related Party.

3.3 Fraud and Corrupt Practices

- (a) Bidders and their respective officers, employees, agents and advisers are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFT, the Government may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

- (b) Without prejudice to the rights of the Government under Section 3.3(a) above or those available under Applicable Law, in the event that a Bidder is found by the Government to have directly or indirectly or through an officer, employee, agent or adviser engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Government for 5 (five) years from the date such Bidder is found by the Government to have directly or indirectly or through an officer, employee, agent or adviser engaged or indulged in any of the activities mentioned above.
- (c) For the purposes of this Section 3.3, the following terms will have the meanings given to them below:
- (i) **corrupt practice** means:
- (A) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Government who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Government, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
- (B) appointing, whether during or after the Bid Process or after the execution of the Independent Monitor's Agreement, as the case may be, any Person, for any matter relating to the Project or the Bid Process, who at any time has been or is a legal, financial or technical adviser to the Government for the Project;
- (ii) **fraudulent practice** means any act or omission, including a deliberate misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (iii) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (iv) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Section 3.2); and
- (v) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

3.4 Other Eligibility Criteria

- (a) If a Bidder has been determined to be ineligible by the World Bank under the Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants then such Bidder will not be eligible to submit a Bid and to the extent it does submit a Bid, it will stand automatically disqualified.
- (b) If a Bidder has been barred by the Government or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Bid Due Date, such Bidder will not be eligible to submit a Bid and to the extent it does submit a Bid, it will stand automatically disqualified.
- (c) If a Bidder is party to any litigation (required to be disclosed as per Annexure 1G), which, in the Government's sole opinion, has or could have a material adverse effect on the financial condition, prospects or business of such Bidder or the Bidder's ability to fulfil its obligations in relation to implementation of the Project under the Independent Monitor's Agreement, the Concession Agreement, then the Bid of such Bidder will not be evaluated further by the Government and such Bid will be deemed to be rejected.
- (d) If a Bidder or any of its Affiliate has entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting, then the Bid of such Bidder will be deemed to be rejected.

Notwithstanding anything to the contrary, Bidders will provide such evidence of their continued eligibility as the Government may request at any time during or after the Bid Process.

4. QUALIFICATION CRITERIA

The Bidders should demonstrate the following minimum technical capacity and financial capacity set out in Section 4.1 and Section 4.2 respectively to qualify for evaluation of the Financial Proposals.

4.1 Technical Capacity

To demonstrate its technical capacity and experience (**Technical Capacity**), each Bidder must have the following minimum experience:

- (a) have at least 10 (ten) years of experience in providing services as independent engineer/ independent reviewer/ independent monitor/ project management consultant for infrastructure projects or PPP projects;
- (b) have at least 5 (five) years of experience as an independent environment and social (E&S) monitor/ engineer, and demonstrated its skills in reviewing, and monitoring environment and social impact assessments; environment and social management systems; effectiveness and relevant management plans prepared in accordance with applicable E&S Standards;
- (c) have experience in providing similar services as independent engineer/ project management consultant/ construction supervision consultant or any similar role for at least 3 (three) hospital projects in last 7 (seven) years. Ongoing projects shall also be considered under this evaluation;
- (d) have the Experts as set out in Part B of the Schedule 2; and

- (e) have a Project Manager as an in-house expert (**In-house Expert**), who is an employee of the Bidder with the expertise as set out in Part A of Schedule 2. It is clarified that the role of the In-house Expert cannot be sub-contracted/outsourced. Further, the Bidder must have the adequate support staff with relevant experience as required for carrying out the IM Services.

Subject to Section 4.1(e) above, to the extent the Bidder on its own does not have any of the technical capacity as set out in Section 4.1(a) to (d), it can rely on the technical capacity of a sub-contractor. In such a case, the experience of the sub-contractor will also be considered for evaluation of the Technical Capacity of the Bidder.

4.2 **Financial Capacity**

To demonstrate its financial capacity to undertake the Project (**Financial Capacity**), each Bidder must meet the following minimum financial Qualification Criteria specified in this Section 4.2.

- (a) The Bidder shall have a minimum Net Worth of FJD 1,500,000 (Fijian Dollars one million five hundred thousand) in the Financial Year immediately preceding the Bid Due Date. The details of Net Worth shall be provided by the Bidder in accordance with the format set out at Annexure 1E.
- (b) The calculation of Net Worth must be based on the unconsolidated audited annual accounts of the Bidder for the immediately preceding Financial Year. If the annual accounts for the Financial Year immediately preceding the Bid Due Date are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that:
 - (i) if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts of the Bidder for the Financial Year immediately preceding the Bid Due Date prior to the date of execution of the Independent Monitor's Agreement; and
 - (ii) the Net Worth as per such audited annual accounts shall meet the minimum Net Worth criteria required in Section 4.2(a).
- (c) If the Selected Bidder has submitted provisional accounts for the Financial Year immediately preceding the Bid Due Date with its Bid and submitted the audited accounts prior to the date of execution of the Independent Monitor's Agreement, and as per such audited annual accounts, the Selected Bidder does not meet the minimum Net Worth criteria as required in Section 4.2(a), then the Government will have the right to terminate the Bid.
- (d) In the 3 (three) Financial Years immediately preceding the Bid Due Date, the Bidder has not:
 - (i) failed to perform any contract regarding performance of services similar to IM Services, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder;
 - (ii) been expelled from any project or contract by the Government or any of its instrumentalities; or

- (iii) had any contract terminated by the Government or any of its instrumentalities for breach by such Bidder.
- (e) The Bidder is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 (three) Financial Years immediately preceding the Bid Due Date, as certified by the statutory auditor or a chartered accountant:
 - (i) insolvency, in receivership, bankruptcy or winding up, suspension of business activities, or subject of legal proceedings for any of the foregoing or otherwise which in the event of an adverse finding might cause the Bidder to cease business; or
 - (ii) has been convicted or otherwise been found responsible (or having any of its directors, partners, trustees, officers or managers convicted or been found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

PART III

INSTRUCTION TO BIDDERS

GENERAL

5. SCOPE OF RFT

- 5.1 The Government wishes to receive Bids in accordance with this RFT for selection of the Independent Monitor for the Project.
- 5.2 The RFT must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFT, the Bidder must inform the Government at the earliest. The Government will then direct the Bidders regarding the interpretation of the RFT. If any discrepancy, ambiguity or contradiction arises between the terms of the RFT and the Independent Monitor's Agreement in relation to:
- (a) the Bid Process, the provisions of the RFT shall prevail;
 - (b) the IM Services or any other terms or conditions of the Independent Monitor's Agreement, the provisions of the Independent Monitor's Agreement shall prevail;
 - (c) notwithstanding anything to the contrary, the Government will not be liable for any omissions, conflicts or contradictions between this RFT and/or the Concession Agreement.

6. ACKNOWLEDGEMENT BY THE BIDDER

- 6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFT (including all instructions, forms, terms and specifications), the Concession Agreement and all other documents and information provided by the Government under, or with respect to, this RFT and the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFT in every respect will be at the Bidder's risk and may result in rejection of the Bid;
 - (b) received all relevant information requested by the Bidder from the Government;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFT or furnished by or on behalf of the Government;
 - (d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFT and/or ignorance of any matter in relation to the Project shall not be a basis for any relief, including a claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Government, or a ground for termination of the Independent Monitor's Agreement;
 - (f) satisfied itself regarding the suitability of the site conditions to undertake the role of Independent Monitor for the Project; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms of this RFT.

6.2 The Government and its advisers shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFT or the Bid Process.

7. RIGHTS OF THE GOVERNMENT

7.1 The Government, in its sole discretion and without incurring any obligation, liability or cost, reserves the right, at any time, to:

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions (including Technical Capacity and Financial Capacity) relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process, whether before or after submission of Bids;
- (c) retain any information, documents and/or evidence submitted to the Government by or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder.
- (e) reject any Bid, if:
 - (i) at any time, a material misrepresentation is made or discovered; or
 - (ii) the Bidder in question does not provide, within the time specified by the Government, the clarifications or supplemental information sought by the Government for evaluation of the Bid, and
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

If the Government annuls the Bid Process and rejects all Bids, it may in its sole discretion invite fresh Bids for the Project.

7.2 If the Government exercises its right under this RFT to reject a Bid and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then the Government reserves the right to:

- (a) select the Second Preferred Bidder as the Selected Bidder for the Project on the basis of the Financial Proposal submitted by the Second Preferred Bidder;
- (b) if the Second Preferred Bidder rejects such an offer, then select the Third Preferred Bidder as the Selected Bidder for the Project, provided that the Third Preferred Bidder agrees to match the Adjusted Professional Fee calculated for the Second Preferred Bidder in accordance with Section 24.3(d);
- (c) if the Third Preferred Bidder also rejects the offer, then select the Fourth Preferred Bidder as the Selected Bidder for the Project, provided that the Fourth Preferred Bidder agrees to match the Adjusted Professional Fee calculated for the Second Preferred Bidder in accordance with Section 24.3(d). This process shall be repeated for every Qualified Bidder (in the order of preference of Qualified Bidders determined in accordance with Section 24.3) provided that each Qualified Bidder shall be required to

match the Adjusted Professional Fee calculated for the Second Preferred Bidder in accordance with Section 24.3(d); or

- (d) take any such measure as may be deemed fit in the sole discretion of the Government, including inviting fresh Financial Proposals from the Qualified Bidders or annulling the entire Bid Process.

- 7.3 If it is found during the Bid Process, at any time before signing the Independent Monitor's Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified.

If such disqualified Bidder has been declared as the Selected Bidder or has already been issued the LOA or the Selected Bidder has entered into the Independent Monitor's Agreement, the LOA or the Independent Monitor's Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Government to the Selected Bidder.

Upon any disqualification, cancellation or termination in accordance with this Section 7.3, the Government will not be liable in any manner whatsoever to the Bidder.

8. CLARIFICATIONS ON THE RFT

- 8.1 If a Bidder requires any clarification on or has any query in relation to the RFT, it should submit such query or request for clarification to the Government by sending an e-mail to pppinfo@govnet.gov.fj and tromo@ifc.org or posting the question to the online forum available in the e-Procurement Portal, before the specified time and date mentioned in the Bid Schedule.
- 8.2 The Government shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, the Government reserves the right to not respond to any query or provide any clarification, in its sole discretion, and a lack of response by the Government to any query shall not impact the Bid Process in any manner, way or form or be construed as an amendment or change to the RFT or the Independent Monitor's Agreement or the Concession Agreement.
- 8.3 The Government may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Government shall be deemed to be part of this RFT. Should the Government deem it necessary to amend the RFT as a result of a request for clarification, it will do so following the procedure under Section 9.
- 8.4 It shall be the responsibility of the Bidders to check the e-Procurement Portal for the responses to the queries or requests for clarifications.
- 8.5 Verbal clarifications and information given by the Government or any other Person for or on its behalf shall not in any way or manner be binding on the Government.
- 8.6 The Bidders shall not make any contact with the Concessionaire for the purpose of seeking any information or clarification on any matter in relation to this RFT during the Bid Process.

9. AMENDMENT OF THE RFT

- 9.1 Up until the date that is mentioned in the Bid Schedule, the Government may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder, amend the RFT by issuing one or more Addenda or amended versions of the RFT

and/or the Independent Monitor's Agreement.

- 9.2 All Addenda/amendments will be uploaded on the e-Procurement Portal.
- 9.3 The Bidders are required to read the RFT with any Addenda/amendments that may be issued in accordance with this Section 9.
- 9.4 Each Addendum/amendment will be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/amendment.
- 9.5 The Government will assume that the information contained in the Addenda/amendments will have been taken into account by the Bidder in its Bid. The Government assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

10. AVAILABILITY OF INFORMATION

- 10.1 The information relating to or in connection with the Project, the Bid Process and this RFT, including all notices issued by the Government to all Bidders in accordance with this RFT, queries and responses or clarifications and any Addenda will be uploaded on the e-Procurement Portal.
- 10.2 All such information will be made available for review by the Bidders until the Bid Due Date.
- 10.3 If a Bidder faces any technical issue or technical error in accessing the e-Procurement Portal, the Bidder may seek assistance from the Government by sending an e-mail request to pppinfo@govnet.gov.fj and tromo@ifc.org no later than 5 (five) Business Days prior to the Bid Due Date, or Bidders can contact the support services available for the e-Procurement Portal via support@tenderlink.com or via phone +64 800 698 363 during 9:00 to 17:00 hours.
- 10.4 The Government will use its reasonable endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder within 5 (five) Business Days of receipt of such request.

11. CORRESPONDENCE WITH BIDDERS

Save as expressly provided in this RFT, the Government will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

12.1 Proprietary Data

All documents and other information provided by the Government or submitted by a Bidder to the Government will remain or become the property of the Government, as the case may be. Bidders are required to treat all information provided by the Government in the RFT as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

12.2 Confidentiality Obligations of the Government

The Government will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The Government may not divulge any such information or any information relating to evaluation of Bids or the

qualification of Bidders unless:

- (a) such publication is contemplated under this RFT;
- (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional adviser advising the Government or Bidder on matters arising out of or in connection with the Bid Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Government or as may be required by law; or
- (e) in connection with any legal process.

12.3 Notwithstanding anything to the contrary, it is hereby clarified that the Government has the right to publish the Financial Proposals.

12.4 Bidders acknowledge and agree that written consent of the Government shall be obtained prior to issuing any press release or other public statement with respect to declaration of a Bidder as the Selected Bidder.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law

The Bid Process, this RFT and the Bids shall be governed by, and construed in accordance with, the laws of the Republic of Fiji.

13.2 Exclusive Jurisdiction

The competent courts in the Republic of Fiji shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFT and the Bids.

14. VALIDITY OF THE BIDS

14.1 The Bids shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the Government as being non-responsive.

14.2 In exceptional circumstances, prior to the expiry of the Bid validity period, the Government may request Bidders to extend the Bid validity period.

14.3 An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

PREPARATION AND SUBMISSION OF BIDS

15. NUMBER OF BIDS

- 15.1 Each Bidder shall be permitted to submit only one Bid for the Project. A Bidder who submits or participates in more than one Bid for the Project shall cause all the Bids with the Bidder's participation to be disqualified.
- 15.2 It is hereby clarified that an Affiliate of a Bidder shall not be entitled to submit another Bid. Any Affiliate of a Bidder who submits or participates in more than one Bid for the Project shall cause all the Bids with the Bidder's or Affiliate's participation to be disqualified.

16. LANGUAGE OF BIDS AND CORRESPONDENCE

- 16.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Government shall be in English.
- 16.2 Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for the purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a language other than English, then the English translation must be certified by the authorised signatory of the Bidder. Supporting materials which are not translated into English or certified in accordance with this Section 16.2 may not be considered by the Government.

17. BID DUE DATE

- 17.1 The Bid shall be submitted on or before the date, time and place specified in the Bid Schedule and the same may be amended by the Government in its sole discretion from time to time.
- 17.2 The Government may, at its discretion and for any reason, extend the Bid Due Date for all Bidders by issuing an Addendum in accordance with Section 9, in which case all rights and obligations of the Government and the Bidders will thereafter be subject to the Bid Due Date as extended.
- 17.3 Bids received by the Government after the time specified for submission of Bids on the Bid Due Date will not be eligible for consideration and will be summarily rejected.

18. SUBMISSION OF BID

18.1 Qualification Proposal

- (a) Each Bidder shall submit its Qualification Proposal electronically on the e-Procurement Portal and shall comprise the scanned copy of the documents set out below, in a sequential manner:
- (i) bid letter in the format set out in Annexure 1A;
 - (ii) description of the Bidder in the format set out in Annexure 1B;
 - (iii) checklist for submission of documents comprising the Bid in the format set out at Annexure 1C;
 - (iv) self-attested true copy of board or shareholders' resolution authorising the signatory of the Bidder to commit the Bidder;

- (v) details of the Technical Capacity of the Bidder in the format set out at Annexure 1D;
- (vi) curriculum vitae of In-house Expert, in the format set out at Annexure 1D-I.
- (vii) curriculum vitae of Experts proposed for the Identified Services, in the format set out at Annexure 1D-II.
- (viii) details of the Financial Capacity of the Bidder in the format set out at Annexure 1E;
- (ix) certificate issued by the Chief Executive Officer (**CEO**) or Chief Financial Officer (**CFO**) of the Bidder in the format set out in Annexure 1F, certifying the Net Worth of the Bidder;
- (x) information on any material litigation that the Bidder is a party to, in the format set out at Annexure 1G;
- (xi) unconsolidated annual audited financial statements of the Bidder (including profit and loss, balance sheet, and cash flow statements) for the 3 (three) Financial Years immediately preceding the Bid Due Date, in accordance with Section 4.2;
- (xii) self-attested copies of the certificate of incorporation, memorandum of association and articles of association of the Bidder;
- (xiii) if a Bidder is a Company incorporated in the Republic of Fiji, compliance letters issued by FRCS and FNPF stating whether the Bidder has fulfilled its obligation to pay taxes and superannuation contribution in the Republic of Fiji; and

18.2 Financial Proposal

- (a) The Bidder shall physically submit the Financial Proposal in the format set out at Annexure 2 by the Bid Due Date. Bidders must not submit an electronic copy of the Financial Proposal and must not upload the Financial Proposal on the e-Procurement Portal. Submission of the Financial Proposal on the e-Procurement Portal may, at the sole discretion of the Government, lead to the disqualification of the Bidder.
- (b) The Bidders shall quote the Professional Fee in the Financial Proposal.
- (c) The Financial Proposal will be duly sealed in an envelope, which will be super-scribed as follows:

“FIJI - HEALTHCARE PPP PROJECT

SELECTION OF INDEPENDENT MONITOR

FINANCIAL PROPOSAL

DO NOT OPEN BEFORE THE DATE SPECIFIED BY THE GOVERNMENT”

18.4 Other submission requirements

- (a) The sealed envelopes containing the documents of the Financial Proposal (as set out in Section 18.2) will clearly indicate the name, address and contact details of the Bidder.

- (b) The sealed envelopes for the Financial Proposal will be further sealed in a single envelope which will either be hand delivered or sent by registered post acknowledgement due or courier to the address below:

**Secretary – Government Tender Board
Fiji Procurement Office
Level 4 West Wing
Ministry of Economy
Government of the Republic of Fiji
Ro Lalabalavu House, Victoria Parade, Suva, Republic of Fiji**

- (c) Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorised signatory of the Bidder.
- (d) In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.
- (e) If the envelopes are not sealed, marked and submitted as instructed in this Section 18.4, the Government assumes no responsibility for the misplacement or premature opening of the contents of the Financial Proposal and consequent losses, if any, suffered by the Bidder.
- (f) Please note that the submission of the Financial Proposal by a Bidder to any address other than the abovementioned address will not be considered for evaluation.
- (g) Submission of the Qualification Proposal documents or Financial Proposal by way of fax, telex, telegram or e-mail shall not be entertained and will be rejected unless the same is required by the Government.
- (h) The Government will not be responsible for any delays, loss or non-receipt of any Qualification Proposal documents or Financial Proposal.

19. SIGNING OF BIDS

The electronic copies of the Qualification Proposal and physical copies of the Financial Proposal shall be signed by the authorised signatory of the Bidder.

20. SUBSTITUTION/WITHDRAWAL OF BIDS

- 20.1 A Bidder may substitute or withdraw its Bid after submission at any time prior to the time specified for the submission of Bids on the Bid Due Date. No Bid will be substituted or withdrawn or altered by the Bidder on or after the time specified for the submission of Bids on the Bid Due Date.
- 20.2 The Bidder may substitute or withdraw the Bid by e-mailing a scanned copy of a letter addressed to the Permanent Secretary, Ministry of Economy, Government of the Republic of Fiji citing reasons for substitution or withdrawal, as the case may be. This letter should be e-mailed to pppinfo@govnet.gov.fj and tromo@ifc.org.
- 20.3 Any alteration/modification in the Bid or additional information supplied after the time specified for submission of Bids on the Bid Due Date, unless such additional information has been expressly sought for by the Government, will be disregarded.
- 20.4 If the Government receives a substitution notice from a Bidder before the time specified for the submission of Bids on the Bid Due Date, then the Bidder will be allowed to substitute its

original Bid and the physical copy of the Financial Proposal will be returned unopened.

- 20.5 If the Government receives a withdrawal notice before the time specified for the submission of Bids on the Bid Due Date, then the Government will not open such Bid and will return the physical copy of the Financial Proposal.

21. COST AND CURRENCY OF BIDS

21.1 Cost of the Bid

The Bidders will bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and any expenses associated with any presentations which may be required by the Government or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the Bidders and the Government and their employees and advisers will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process, including if, for whatever (or no) reason, the Bid Process is cancelled (at whatever stage) by the Government.

21.2 Currency of the Bid

All amounts in the Bid should be stated in FJD.

OPENING AND EVALUATION OF BIDS

22. OPENING OF BIDS

- 22.1 The Government will open only those Bids that are submitted on or before the time specified for the submission of Bids on the Bid Due Date. If any Bid is received after the time specified for the submission of Bids on the Bid Due Date, it will be rejected.
- 22.2 The Government will open the soft copy of the Qualification Proposals at the time and date that will be notified by the Government, at the following address:

**Fiji Procurement Office
Level 4 West Wing
Ministry of Economy
Government of the Republic of Fiji
Ro Lalabalavu House, Victoria Parade, Suva, Republic of Fiji**

The Qualification Proposals will be opened in the presence of the Bidders whose designated representatives choose to be present. The Bidders can also view the summary of opening of Bids by logging on to the e-Procurement Portal.

- 22.3 If the specified date for opening the Qualification Proposals is declared a holiday in the Government's office, then the Qualification Proposals will be opened at the same specified time and location on the next Business Day.
- 22.4 The Government will prepare a record of the opening of the Qualification Proposals that will include, as a minimum, the names of the Bidders from whom Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record. Non-attendance by a Bidder of the Bid opening will not be a cause for delay or impact in any other way the opening of the Bid.
- 22.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Qualification Proposals is set out in Section 23.
- 22.6 Once the Qualification Proposals have been evaluated, all Bidders whose Qualification Proposals meet the Qualification Criteria and the Eligibility Criteria, then their Financial Proposals will subsequently be opened. The Financial Proposals will be opened in the presence of the representatives of the Qualified Bidders that choose to be present. Non-attendance by a Bidder at the Bid opening will not be a cause for delay or impact in any other way the opening of the Bid. The procedure for evaluation of the Financial Proposals is set out in Section 24.
- 22.7 The qualification of Bidders will be entirely at the discretion of the Government. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- 24.8 Any information contained in a Bid will not in any manner be construed as binding on the Government, its agents, successors or assigns; but will be binding on the Bidder.

23. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

- 23.1 The Government will examine the Qualification Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Qualification

Proposals are generally in order. If any Bidder is found to be disqualified in accordance with the terms of the RFT or if any Qualification Proposal is found to be non-responsive or not meeting the Technical Capacity or the Financial Capacity, the Bid comprising such Qualification Proposal may be rejected by the Government and not included for further consideration provided that nothing contained herein shall in any manner, way or form affect or prejudice the Government's right to seek clarifications or additional information in accordance with Section 25. No request for alteration, modification, substitution or withdrawal shall be entertained by the Government in respect of such Bid.

23.2 At the first instance, the Qualification Proposals will be evaluated to determine responsiveness to the RFT. A Qualification Proposal, shall be considered responsive only if:

- (a) the Qualification Proposal and all documents specified in Section 18.1 are received in the prescribed formats;
- (b) the Bid is received by the time specified for the submission of Bids on the Bid Due Date;
- (c) it is signed and uploaded as stipulated in Section 18 and Section 19;
- (d) it contains all the information and documents (complete in all respects) as requested in this RFT; and
- (e) it does not contain any condition or qualification.

23.3 The Government shall then evaluate and determine whether the Bidders who have submitted responsive Qualification Proposals satisfy the Eligibility Criteria and the Qualification Criteria set out in Section 3 and Section 4 respectively.

23.4 In order to determine whether the Bidder satisfies the Eligibility Criteria set out in Section 3 and the Qualification Criteria set out in Section 4, the Government will review the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder and any additional information which the Government seeks from the Bidder.

23.5 Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, the Government reserves the right to reject the Bid submitted by such Bidder.

23.6 Upon completion of evaluation of the Qualification Proposals, the Government will notify the Qualified Bidders of the date and time on which their Financial Proposals will be opened. The Financial Proposals of those Bidders who do not qualify will not be opened.

24. EVALUATION OF FINANCIAL PROPOSALS

24.1 The Government shall only open the Financial Proposals of the Qualified Bidders.

24.2 In the presence of representatives of the Qualified Bidders that choose to be present at the opening of the Financial Proposals, the Government shall open the Financial Proposal of each Qualified Bidder and announce the Construction Period Professional Fee and O&M Period Professional Fee quoted by each Qualified Bidder whose Financial Proposal is found to be responsive in accordance with the provisions of this Section 24.

24.3 **Determination of Responsiveness of Financial Proposals**

Following the opening of the Financial Proposals:

- (a) the Government shall evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found:
 - (i) not to be complete in all respects;
 - (ii) not duly signed by the authorised signatory of the Bidder; or
 - (iii) not to be in the prescribed format,

then such Financial Proposal shall be deemed to be substantially non-responsive.

- (b) The Government shall notify a Qualified Bidder, whose Financial Proposal is found to be substantially non-responsive, then such Qualified Bidder’s Financial Proposal will be rejected by the Government and not be considered for further evaluation.
- (c) The Government shall, for each Qualified Bidder that has submitted a substantially responsive Financial Proposal, tabulate the Construction Period Professional Fee and O&M Period Professional Fee.
- (d) Once the Professional Fee for each Qualified Bidder that has submitted a substantially responsive Financial Proposal has been tabulated, the Government shall rank the Qualified Bidders based on the Net Present Value (NPV) of the Professional Fee (**Adjusted Professional Fee**) calculated using the following formula:

$$\text{ADJUSTED PROFESSIONAL FEE} = \text{PV CPQP} + \text{PV O\&MQP}$$

$$\text{PV CPQP} = \text{CPQP} \times ((1 - (1 / (1 + R) ^ 12)) / R)$$

$$\text{PV O\&MQP} = \text{O\&MQP} \times ((1 - (1 / (1 + R) ^ 20)) / R) / (1+R) ^ 12$$

PV CPQP	Present Value of Construction Period Quarterly Payments
PV O&MQP	Present Value of O&M Period Quarterly Payments
CPQP	Construction Period Professional Fee
O&MQP	O&M Period Professional Fee
R	Quarterly effective discount rate calculated based on 6 percent annual discount rate
CPQP Period	12 quarterly payments
O&MQP Period	20 quarterly payments

The NPV shall be calculated at a discount rate of 6% (six per cent).

The Qualified Bidder with the lowest Adjusted Professional Fee, will be the Preferred Bidder; the Qualified Bidder with the second lowest Adjusted Professional Fee will be the Second Preferred Bidder and this process of ranking will be done for all the Qualified Bidders who have submitted a substantially responsive Financial Proposal.

The Preferred Bidder shall generally be the Selected Bidder. Subject to the terms of this RFT, the Adjusted Professional Fee will be the sole criterion for determining the Selected Bidder.

It is further clarified that the Adjusted Professional Fee shall be referred solely for determination of the Selected Bidder and actual payment to the Selected Bidder shall be in accordance with the terms of the Independent Monitor's Agreement.

- (e) If the Adjusted Professional Fee quoted by 2 (two) or more Qualified Bidders is the same, then the Bidder whose Construction Period Professional Fee is lowest shall be ranked higher.
- (f) If the Construction Period Professional Fee quoted by 2 (two) or more Qualified Bidders is the same, then the Qualified Bidders shall be ranked through a random draw of lots.
- (g) If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Section 7.2 shall follow.

25. CLARIFICATION ON BIDS

- 25.1 To facilitate evaluation of the Bids, the Government may, in its sole discretion, seek clarifications and/or any additional information from any Bidder regarding its Bid (including if the Bid is not submitted, signed, marked and sealed in accordance with Sections 18 and 19). Such clarification(s)/additional information will be provided by the Bidder within the time specified by the Government for this purpose. Any request for clarification(s)/additional information and all responses to such clarification(s)/additional information will be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Government will not be considered.
- 25.2 Bidders shall not make any amendments to their Bids through any clarification(s)/additional information provided in response to requests from the Government.
- 25.3 If a Bidder does not provide clarifications and/or any additional information sought under Section 25.1 within the prescribed time, its Bid may be liable for rejection. If the Bid is not rejected, the Government may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of the Government.

AWARD FOR SELECTION OF INDEPENDENT MONITOR

26. LETTER OF AWARD (LOA)

- 26.1 After declaration of the Selected Bidder, the Government will issue the LOA to the Selected Bidder:
- (a) declaring it as the Selected Bidder;
 - (b) accepting its Financial Proposal;
 - (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 5 (five) Business Days of receipt of the LOA;
 - (d) requesting it to submit to the Government certified true copies of all resolutions adopted by the shareholders and/or board of directors of the Selected Bidder authorising execution, delivery and performance of the Independent Monitor's Agreement within 5 (five) Business Days of receipt of the LOA; and
 - (e) subject to the conditions set out at (c) and (d) being fulfilled to the satisfaction of the Government, requesting it to execute the Independent Monitors' Agreement within 5 (five) Business Days of the Selected Bidder returning, to the Government as acknowledgement, a copy of the LOA.
- 26.2 If the Selected Bidder fails to fulfil the conditions set out in Section 26.1(c) and (d) within 5 (five) Business Days of receipt of the LOA, then the Government may, unless it consents to an extension, without prejudice to any of its rights under the RFT or Applicable Law, disqualify the Selected Bidder and revoke the LOA. If the Government elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Section 7.2 shall apply.

27. EXECUTION OF THE INDEPENDENT MONITOR'S AGREEMENT

- 27.1 After the acceptance of the LOA, the Selected Bidder will be required to execute the Independent Monitor's Agreement in the draft form provided by the Government.
- 27.2 The Government shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Independent Monitor's Agreement provided by the Government under Section 27.1.
- 27.3 If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Independent Monitor's Agreement, the Government may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Government elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Section 7.2 shall follow.
- 27.4 If the Selected Bidder fails to execute the Independent Monitor's Agreement on or before the date as may be specified by the Government, the Government may, unless it consents to an extension, without prejudice to any of its rights under the RFT or Applicable Law, disqualify the Selected Bidder and revoke the LOA. If the Government elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Section 7.2 shall follow.

ANNEXURE 1A

FORMAT OF BID LETTER

[On the letterhead of the Bidder]

Place:

Date:

To,

Ministry of Economy

Government of the Republic of Fiji

Ro Lalabalavu House, Victoria Parade, Suva, Republic of Fiji

Sub: Bid for selection of independent monitor in respect of the Project relating to upgradation, development, operation and maintenance of the Lautoka and Ba Hospitals.

Sir/Madam,

Please find enclosed our Qualification Proposal in respect of the abovementioned project and complying with the request for tender (**RFT**) issued by the Ministry of Economy, Government of the Republic of Fiji (**Government**) dated [●] 2019 (as amended from time to time). This Qualification Proposal is valid for 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be requested by the Government in accordance with the terms of the RFT.

We hereby confirm the following:

1. The Qualification Proposal is being submitted by _____ (*name of the Bidder*), who is the Bidder in accordance with the terms and conditions stipulated in the RFT.
2. This statement is made for the express purpose of qualifying as a Bidder for among other things, selection of independent monitor in respect of the Project relating to the upgradation, development, operation and maintenance of the Lautoka and Ba Hospitals in accordance with the RFT, the Independent Monitor's Agreement and the Concession Agreement. We hereby enclose our Qualification Proposal with formats duly signed and/or executed as requested by you in accordance with the RFT for your consideration.
3. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFT issued by the Government. We agree and undertake to abide by all these terms and conditions. Without prejudice to the generality of the foregoing, we acknowledge that we have received, reviewed and understood all documents issued by the Government in relation to the RFT. We acknowledge and agree to submission of an unconditional Bid. To the extent there are any conditions mentioned in our bid, such conditions are, notwithstanding anything to the contrary, hereby deemed to be unconditionally and irrevocably revoked.
4. We hereby unconditionally and irrevocably agree and accept that decisions made by the Government in relation to any matter regarding or arising out of this RFT shall be binding on us. We hereby expressly waive any and all claims in respect of the Bid Process.
5. We acknowledge that the Government will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for implementing the

Project, and we certify that all information provided in the Bid (including the Annexures) is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals and all documents are strictly as per the requirements set out in the RFT. We acknowledge that we would be solely responsible for any errors or omissions in our Bid.

6. We acknowledge that the Government has the right to reject our Bid if, among other things:
 - (a) at any time, a material misrepresentation is made or uncovered; or
 - (b) we do not provide, at the time specified by the Government, any clarifications or supplemental information sought by the Government for the evaluation of our Bid.

If it is found during the Bid Process, at any time before signing the Independent Monitor's Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by us or that we have ceased to meet such criteria, or that we have made a material misrepresentation or have given materially incorrect or false information, we acknowledge that the Government has the right to disqualify us from the Bid Process.

If any of the information provided in the Qualification Proposal is found to be incorrect after the Government declares us as the Selected Bidder, we agree that the Government shall have the right to terminate the Independent Monitor's Agreement and exercise any other rights available to it whether under the Independent Monitor's Agreement or otherwise.

7. We shall make available to the Government any additional information or documentation it may find necessary or require to supplement or authenticate the Bid.
8. We confirm that we have studied the provisions of the laws of the Republic of Fiji that may be applicable or have an impact on our ability to submit the Bid and perform the IM Services if we are declared as the Selected Bidder.
9. We acknowledge the right of the Government to reject our Bid without assigning any reason or otherwise and we hereby waive, to the extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
10. We acknowledge the right of the Government to not select/appoint an Independent Monitor without assigning any reason whatsoever and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
11. We certify that in the 3 (three) Financial Years immediately preceding the Bid Due Date, we have not been affected by any of the following circumstances:
 - (a) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder;
 - (b) been expelled from any project or contract by the Government or any of its instrumentalities;
 - (c) had any contract terminated by the Government or any of its instrumentalities for breach by such Bidder;

- (d) insolvency, in receivership, bankruptcy or winding up, suspension of business activities, or subject of legal proceedings for any of the foregoing or otherwise which in the event of an adverse finding might cause the Bidder to cease business; and/or
 - (e) been convicted or otherwise being found responsible (including our directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (i) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us, or our respective directors, partners, trustees, officers or managers; or
 - (ii) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
12. We certify that we have not been determined to be ineligible by the World Bank under the Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants.
 13. We certify that we have not been barred by the Government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Bid Due Date.
 14. We certify that we have provided details of all material litigation against us in Annexure 1G and there is no material litigation pending against us other than as disclosed in Annexure 1G.
 15. We certify that we or any of our Affiliates have not entered into any contract for operation of the e-Procurement Portal which is currently valid and subsisting.
 16. We declare that:
 - (a) we have examined and have no reservations to the RFT and do not seek any deviations to the RFT, including any Addenda issued by the Government;
 - (b) we do not have any Conflict of Interest in accordance with Section 3.2 of the RFT;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 3.3 of the RFT, in respect of any tender or request for proposal issued by or any agreement entered into with the Government; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFT and submission of the Bid, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 17. We understand that the Government may cancel the Bid Process at any time and that the Government is neither bound to accept any Bid that it may receive nor to invite the Bidders to submit a Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms of the RFT.
 18. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Qualification Criteria and Eligibility Criteria laid down in the RFT.

19. We declare that we and our Affiliates are not submitting separate Bids for the Project.
20. We declare that we are not submitting more than one Bid for the Project.
21. We certify that in regard to matters other than relating to security and integrity of a country, we have not been convicted by a court of law or indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to provide services for the Project.
22. We further certify that in regard to matters relating to security and integrity of any country, we or any of our Affiliates have not been charged by any agency of a state or convicted by a court of law other than as disclosed in Annexure 1G.
23. We further certify that no investigation by a regulatory authority is pending either against us or against our chief executive officer or any of our directors/managers/employees, which could have a material adverse effect on our ability to provide services for the Project.
24. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFT, we shall inform the Government of the same immediately.
25. In the event of us being declared as the Selected Bidder for the Project, we agree to enter into the Independent Monitor's Agreement We agree not to seek any material changes in or material deviations from the drafts of documents provided by the Government as part of the RFT and agree to abide by the same in the event we are declared as the Selected Bidder.
26. We agree and undertake to abide by all the terms and conditions of the RFT.
27. We have studied the RFT and the Concession Agreement carefully. We understand that except to the extent expressly set forth in the Independent Monitor's Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Government or in respect of any matter arising out of or concerning or relating to the Bid Process including the selection of the Independent Monitor for the Project.
28. A self-attested true copy of board or shareholders' resolution authorising [*insert here details of persons authorised behalf of the Bidder*] as the authorised representative, signatory and contact person who is authorised to perform all tasks including, but not limited to providing information, responding to queries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Bid.
29. We certify that in terms of the RFT, our Net Worth is FJD [●] (Fijian Dollars in words).
30. We certify that we have the Technical Capacity and Financial Capacity to undertake the Project.
31. We agree and understand that the Bid is subject to the provisions of the RFT. In no case, shall we have any claim or right against the Government if the Project is not awarded to us or our Bid is not opened/rejected.
32. We have submitted all the relevant information as per the formats specified in the RFT, including online and physical submissions as required under Section 18 and Section 19 of the RFT.
33. Our Bid shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date or such other period as may be requested by the Government in accordance with the terms of the RFT.

34. Capitalised terms used herein shall have the meanings ascribed to them in the RFT.

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

ANNEXURE 1B

DESCRIPTION OF THE BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Principal address:
 - (d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business: [*Note: Such description shall not exceed 5 (five) type-written pages.*]
3. Details of individual who will serve as the point of contact/communication for the Government:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail Address:
 - (f) Fax Number:

ANNEXURE 1C

SUBMISSION CHECKLIST FOR BIDDER

[On the letterhead of the Bidder]

Name of Bidder:

S. No.	Document	Format	Issued by	Mode of submission	To be submitted for	Provided
Qualification Proposal						
1.	Bid letter	1A	Bidder	Online only	NA	<i>[Provided/Not provided]</i>
2.	Description of Bidder	1B	Bidder	Online only	NA	<i>[Provided/Not provided]</i>
3.	Self-attested true copy of board or shareholders' resolution authorising the signatory of the Bidder to commit the Bidder.	NA	Bidder	Online only	NA	<i>[Provided/Not provided]</i>
4.	Details of Technical Capacity of the Bidder	1D	Bidder	Online only	Bidder and sub-contractor (if any)	<i>[Provided/Not provided]</i>
5.	Curriculum vitae of In-house Expert	1D-I	Bidder	Online only	In-house Expert	<i>[Provided/Not provided]</i>
6.	Curriculum vitae of Experts proposed for the Identified Services	1D-II	Bidder	Online only	Experts	<i>[Provided/Not provided]</i>
7.	Details of Financial Capacity of the Bidder	1E	Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
8.	Certificate of Net Worth	1G-I	Statutory auditor or chartered accountant of Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
9.	Litigation disclosure	1H	Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
10.	Unconsolidated annual audited financial statements for the 3 (three)	NA	Statutory auditor or chartered	Online only	Bidder	<i>[Provided/Not provided]</i>

S. No.	Document	Format	Issued by	Mode of submission	To be submitted for	Provided
Qualification Proposal						
	Financial Years immediately preceding the Bid Due Date		accountant of Bidder			
11.	Self-attested copy of certificate of incorporation	NA	Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
12.	Self-attested copy of memorandum of association	NA	Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
13.	Self-attested copy of articles of association	NA	Bidder	Online only	Bidder	<i>[Provided/Not provided]</i>
14.	Letter from FRCS stating that all obligations to pay taxes and superannuation contribution in the Republic of Fiji have been completed	NA	FRCS	Online only	Bidder incorporated in the Republic of Fiji	<i>[Provided/Not provided]</i>
15.	Letter from FNPF stating that all obligations to pay taxes and superannuation contribution in the Republic of Fiji have been completed	NA	FNPF	Online only	Bidder incorporated in the Republic of Fiji	<i>[Provided/Not provided]</i>

Financial Proposal						
16.	Form A; Form of Financial Proposal	2	Bidder	Physical submission only	NA	<i>[Provided/Not provided]</i>
17.	Form B: Quarterly Remuneration	2	Bidder	Physical submission only	NA	<i>[Provided/Not provided]</i>
18.	Form C: Out of Pocket Expenditure	2	Bidder	Physical submission only	NA	<i>[Provided/Not provided]</i>

ANNEXURE 1D

DETAILS OF TECHNICAL CAPACITY OF THE BIDDER

[To be printed on the letterhead of the Bidder]

I. Experience as independent engineer/ independent reviewer/ independent monitor/ project management consultant (Refer Section 4.1(a) of the RFT)

Name of the Bidder/sub-contractor:

S. No.	Particulars	Years of Experience	
		From	To
1.	Year of experience in providing services as independent engineer/ independent reviewer/ independent monitor/ project management consultant for infrastructure projects.		

Note: Bidder/ sub-contractor needs to provide details of infrastructure projects or PPP projects (in the format set out below) duly certified by its authorized signatory in support of the experience tabulated above.

S. No.	Name of the Project	Name of Client	Designation <i>(independent engineer/ independent reviewer/ independent monitor/ project management consultant)</i>	Duration during which services were provided (Year) From....to....	Details of Services <i>(insert details of services provided by the Bidder/sub-contractor in the Project)</i>
1.					

II. Experience as independent environment & social (E&S) monitor/ engineer (Refer Section 4.1(b) of the RFT)

Name of the Bidder/ sub-contractor:

S. No.	Particulars	Years of Experience	
		From	To
1.	Year of experience in providing services as independent environment & social (E&S) monitor/ engineer, and demonstrated its skills in reviewing, and monitoring environment and social impact assessments; environment and social management systems; effectiveness and relevant management plans prepared in accordance with applicable E&S Standards.		

Note: Bidder/ sub-contractor needs to provide details of projects undertaken by itself (in the format set out below) duly certified by its authorized signatory in support of the experience tabulated above.

S. No.	Name of the Project	Name of Client	Designation <i>(E&S monitor/ E&S engineer)</i>	Duration during which services were provided (Year) From....to....	Details of Services <i>(insert details of services provided by the Bidder/sub-contractor in the Project)</i>
1.					

III. Experience in providing similar services as independent engineer/ project management consultant/ construction supervision consultant or any similar role for at least 3 (three) hospital projects in last 7 (seven) years (Refer Section 4.1(c) of the RFT)

Name of Bidder/ sub-contractor:

S. No.	Name of Project	Name of Client	Designation <i>(independent engineer/ project management consultant/ construction supervision consultant)</i>	Duration during which services were provided (Year) From....to....	Services Provided by the Bidder / sub-contractor in the Project
1.					

IV. Details of experts proposed

In-house Expert (Refer Section 4.1(e) of the RFT)

S. No.	In-house Expert	Name of key expert proposed for the position	Educational qualification	Brief description of the experience of the In-house Expert as against the minimum experience criteria specified under Schedule 2

Expert (Refer Section 4.1(d) of the RFT)

S. No.	Expert	Name of key expert proposed for the position	Educational qualification	Brief description of the experience of the Expert as against the minimum experience criteria specified under Schedule 2

S. No.	Expert	Name of key expert proposed for the position	Educational qualification	Brief description of the experience of the Expert as against the minimum experience criteria specified under Schedule 2

Note: The Bidder needs to submit CVs of the In-house Expert and Experts proposed, in the format provided under Annexures 1D-I and 1D-II respectively.

Signature of authorised signatory:

Name:

Designation:

Seal of the Bidder:

ANNEXURE 1D-I

CURRICULUM VITAE OF IN-HOUSE EXPERT

[To be printed on the letterhead of the Bidder]

1. **Name of Staff** *[Insert full name]*: _____
2. **Proposed Position:** _____
3. **Employer:** _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education**

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained

6. **Professional Certification or Membership in Professional Associations:** _____
7. **Other Relevant Training:** _____
8. **Countries of Work Experience:** *[List countries where staff has worked in the last 10 (ten) years]*: _____
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held]*:

From [Year]: _____ **To [Year]:** _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List the tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p>
--	---

	Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

Certification

I certify that (i) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (ii) that I am available for the assignment for which I am proposed; and (iii) that I am proposed only by one Bidder and under one proposal.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

_____ Date: _____

[Signature of staff member or authorised representative of the staff]

Day/Month/Year

ANNEXURE 1D-II

CURRICULUM VITAE OF EXPERTS PROPOSED FOR THE IDENTIFIED SERVICES

[To be printed on the letterhead of the Bidder]

1. **Name of Staff** *[Insert full name]*: _____
2. **Proposed Position:** _____
3. **Employer:** _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education**

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained

6. **Professional Certification or Membership in Professional Associations:**

7. **Other Relevant Training:**

8. **Countries of Work Experience:** *[List countries where staff has worked in the last 10 (ten) years]*: _____
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held]*:

From [Year]: _____ **To [Year]:** _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List the tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p>
--	---

	Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

13. Contact details of the Referee(s): *[to be provided if the Expert(s) is not an employee of the Bidder]*

Certification

I certify that (i) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; and (ii) that I am available for the assignment for which I am proposed.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

_____ Date: _____

[Signature of staff member or authorised representative of the staff]

Day/Month/Year

ANNEXURE 1E

DETAILS OF FINANCIAL CAPACITY OF THE BIDDER

[To be printed on the letterhead of the Bidder]

Name of the Bidder:

I. Net Worth of the Bidder

S. No.	Particulars	Net Worth as on..... (in FJD million)
1.	Current assets (inventory, cash & bank balances, trade receivables)	
2.	Non-current assets (fixed assets, CWIP, loans & advances)	
3.	Total assets (Row 1 + Row 2)	
4.	Current liabilities (short term borrowings, trade payables)	
5.	Non-current liabilities (provisions, tax liabilities, long term trade payables / borrowings)	
6.	Total liabilities (Row 4 + Row 5)	
7.	Revaluation reserves + reserves not available for distribution to equity shareholders.	
8.	Net Worth (Row 3 – Row 6 – Row 7)	

Signature of authorized signatory

Name:

Designation:

Seal of the Bidder:

Note:

- (a) The Bidder needs to submit a certificate signed by the CEO or CFO certifying the details of Net Worth mentioned under this Annexure.
- (b) The Bidder needs to submit a copy of audited financial statements of the last Financial Year preceding the Bid Due Date.

ANNEXURE 1F

FORMAT OF CERTIFICATE FROM THE CEO OR CFO FOR NET WORTH

[On the letterhead of the Bidder]

Based on the books of accounts of [*insert name of the Bidder*] (**Bidder**) and other published information authenticated by it, this is to certify that as on [*insert date*], the Bidder's Net Worth is FJD..... (Fijian Dollars).

The Net Worth of the Bidder has been calculated in accordance with the terms set out in the request for tender (**RFT**) issued by the Ministry of Economy, Government of the Republic of Fiji on [20 February] 2020 (as amended from time to time).

Name of the CEO/CFO:

Seal of the CEO/CFO:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEXURE 1G

FORMAT OF INFORMATION ON MATERIAL LITIGATION

[To be printed on the letterhead of the Bidder]

(To be provided for the Bidder)

S. No.	Name	Forum and Counterparty	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed against the Bidder

Signature of authorized signatory

Name:

Designation:

Seal of the Bidder:

ANNEXURE 2

FORM A: FORM OF FINANCIAL PROPOSAL

[On the letterhead of the Bidder]

Date: [insert date]

From: [insert name and address of Bidder]

To: Ministry of Economy, Government of the Republic of Fiji

Ro Lalabalavu House, Victoria Parade, Suva, Republic of Fiji

Dear Sir,

Sub: Financial Proposal for the selection of Independent Monitor in respect of the Project relating to upgradation, development, operation and maintenance of Lautoka and Ba Hospitals in Fiji

We, the undersigned [insert name of the Bidder] having read, examined and understood in detail the RFT for the selection of the Independent Monitor in relation to the Project, hereby submit our Financial Proposal. We offer the following Professional Fee¹ as set out below, in accordance with the terms of the RFT:

S. No.	Particulars	Amount (FJD) inclusive of all applicable taxes and other costs
1.	Construction Period Professional Fee	[•] (insert in words)
2.	O&M Period Professional Fee	[•] (insert in words)

The breakup of the amount of the Professional Fee as quoted above is hereby attached under Form B: Quarterly Remuneration and Form C: Out of Pocket Expenditure.

We hereby undertake and confirm that:

- (a) we have submitted our Financial Proposal strictly in accordance with the RFT without any deviations or conditions and our Financial Proposal is consistent with all the requirements of submission as stated in the RFT and subsequent communications from the Government; and
- (b) this Financial Proposal is valid for 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be requested by the Government in accordance with the terms of the RFT.

¹ Bidders should specify the amount of the Professional Fee in both figures and words, in FJD. In the event of any difference between figures and words, the amount indicated in words shall prevail. The amount of Professional Fee quoted under this Form should be sum total of amount of Quarterly Remuneration and Out of Pocket Expenditure provided under Form B and Form C respectively.

We hereby unconditionally and irrevocably agree and accept that the decisions made by the Government in respect of any matter concerning or arising out of the RFT and the selection of the Selected Bidder thereof shall be binding on us.

We hereby expressly waive any and all claims in respect of the Bid Process.

Capitalised terms used herein shall have the meanings ascribed to them in the RFT.

Dated the _____ day of _____ 2019.

Yours truly,

.....

Name and signature of authorised signatory of the Bidder

FORM B: QUARTERLY REMUNERATION

a) During Construction Period:

S. No.	Position	Name of Expert / In-house Expert	Number of man-days (A)	Man-day rate (B)	Remuneration (A x B)
Total					

b) During O&M Period:

S. No.	Position	Name of Expert / In-house Expert	Number of man-days (A)	Man-day rate (B)	Remuneration (A x B)
Total					

Note:

- a) The man-day rate should be inclusive of all fringe benefits, applicable taxes and other costs, if any.
- b) The Bidder needs to provide the remuneration of each of the In-house Expert, Experts and support staffs (if any) proposed by Bidder.

FORM C: QUARTERLY OUT OF POCKET EXPENDITURE

a) During Construction Period:

S. No.	Particulars	Unit	Unit cost	Total
Total Out of Pocket Expenditure				

b) During O&M Period:

S. No.	Particulars	Unit	Unit cost	Total
Total Out of Pocket Expenditure				

ANNEXURE 3

DRAFT OF THE INDEPENDENT MONITOR'S AGREEMENT

[To be provided prior to the Bid Due Date]

SCHEDULE 1

SYSTEM SPECIFICATIONS SCHEDULE

It is recommended that Bidders carefully consider the time required to upload documents prior to submitting their bids. The diagram below depicts the average time to upload a 10MB and a 100MB file to the e-Procurement Portal.

Note that these times are indicative only and only meant as a guide. The actual upload time may vary significantly depending on the actual internet speed at the time of upload.

		Size	
		10MB	100MB
Speed	56KB	25 min	4 hours and 10 min
	64KB	21 min	3 hours and 40 min
	128KB	10 min	1 hour and 43 min
	256KB	5 min	52 min
	1.5MB	1 min	10 min

The e-Procurement Portal functions best with the latest versions of operating systems and browsers. It is recommended that Bidders review the properties and specifications of their operating system and browser and make any necessary updates prior to Bid submission. The e-Procurement Portal supports the most current and the previous two versions of the following operating systems and browsers.

Operating Systems	Browsers
Windows	Chrome
Macintosh	Edge
	Internet Explorer
	Safari
	Firefox

The following website is recommended by the e-Procurement Portal to check if an operating system and browser is supported by the e-Procurement Portal: <http://browser-update.org/update.html>.

SCHEDULE 2

DETAILS OF EXPERTS AND IN-HOUSE EXPERT

PART A – IN-HOUSE EXPERT

S No.	In-house Expert	Minimum Education Qualification	Minimum Experience Criteria	Role
1.	Project Manager	Postgraduation in management or Masters in Business Administration (MBA) or Bachelor in civil engineering or equivalent.	At least 10 (ten) years of experience in project management / monitoring. Should have experience in project management / contract monitoring for infrastructure PPP projects. He/she should have understanding of contracts/concession agreement related to infrastructure PPP.	<p>The expert shall be responsible for overall supervision, guidance and managing the team for carrying out the role of Independent Monitor in line with the Concession Agreement.</p> <p>The expert shall also serve as a single point of contact for the Government.</p>

PART B – EXPERTS

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
1.	Civil Engineer	Postgraduate in structural engineering or equivalent.	<p>At least 5 (five) years of experience in preparation of detailed designs & drawings, DPRs, preparation of Bill of Quantities (BOQ) and detailed cost estimation for infrastructure projects.</p> <p>He/she should have prior experience in preparation of detailed designs & drawings, DPRs, preparation of Bill of Quantities (BOQ) and detailed cost estimation for at least 1 (one) multi-specialty hospital project.</p>	<p><u>Construction Period</u></p> <p>The expert shall be responsible for reviewing the Designs & Drawings, cost estimates prepared by Concessionaire, construction supervision & monitoring, conduct inspection, monitor achievement of completion conditions in line with the Independent Monitor TOR.</p> <p><u>Operation Period</u></p>

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
				<p>The expert shall be responsible for reviewing completion of Transition Phase Completion Conditions, monitoring maintenance works of building and ancillary structures in line with Maintenance Manual, inspection and prepare O&M Inspection Report in line with the Independent Monitor TOR.</p> <p><u>On termination or expiry of the Concession Agreement</u></p> <p>The expert shall be responsible for conducting survey of Project Hospitals to assess whether they have been maintained as per the provisions under Concession Agreement and are in working condition in accordance with Hand-back Conditions defined in the Concession Agreement.</p> <p><u>Miscellaneous</u></p> <p>Any other activities related to civil structures as required for delivering the scope of services of Independent Monitor as defined in the Independent Monitor TOR.</p>
2.	Mechanical Engineer	Graduate in mechanical engineering or equivalent.	At least 5 (five) years of experience as mechanical engineer for infrastructure projects in the area of process engineering, MEP works, HAVC works, ETP etc.	<p><u>Construction Period</u></p> <p>The expert shall be responsible for reviewing the mechanical electrical & plumbing (MEP) drawings prepared by the Concessionaire, monitor activities related to mechanical electrical & plumbing (MEP) works.</p>

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
				<p><u>Operation Period.</u></p> <p>The expert shall be responsible for monitoring maintenance works of MEP components in line with Maintenance Manual, inspection and provide inputs for O&M Inspection Report with respect to MEP components.</p> <p><u>On termination or expiry of the Concession Agreement</u></p> <p>The expert shall support and provide inputs during survey of Project Hospitals with respect to MEP components.</p> <p><u>Miscellaneous</u></p> <p>Any other activities related to MEP components as required for delivering the scope of services of Independent Monitor as defined in the Independent Monitor TOR.</p>
3.	Electrical Engineer	Graduate in electrical engineering or equivalent.	At least 5 (five) years of experience in similar capacity as electrical engineer for infrastructure projects.	<p><u>Construction Period</u></p> <p>The expert shall be responsible reviewing the plan, design and test the electrical instruments and equipment including power system (transformer and DG set) to be installed at the Project facility.</p> <p><u>Operation Period</u></p> <p>The expert shall be responsible for monitoring maintenance works of electrical</p>

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
				<p>equipment in line with maintenance manual, inspection and provide inputs for O&M Inspection Report with respect to electrical components installed in the Project facilities.</p> <p><u>On termination or expiry of Concession Agreement</u></p> <p>The expert shall provide inputs during survey of Project Hospitals with respect to electrical components.</p> <p><u>Miscellaneous</u></p> <p>Any other activities related to electrical components as required for delivering the scope of services of Independent Monitor as defined in the Independent Monitor TOR.</p>
4.	Geo-Technical Engineer	Postgraduate in civil engineering or equivalent.	At least 5 (five) years of experience in similar capacity as geo-technical engineer for infrastructure projects.	<p><u>Construction Period</u></p> <p>The expert shall be responsible for reviewing the foundation Designs and Drawings prepared by Concessionaire.</p>
5.	Architect	Graduate in architecture or equivalent.	<p>At least 10 (ten) years of experience in similar capacity as an architect for infrastructure projects.</p> <p>Should have experience in handling similar project(s) in the area of site planning, architectural design, drawing, floor planning. He/she should have experience in preparing architectural designs & drawings including floor</p>	<p><u>Construction Period</u></p> <p>The expert shall be responsible for reviewing the architectural drawings, master plan, floor planning in line with applicable regulations.</p>

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
			planning for at least 1 (one) multi-specialty hospital..	
6.	Environmental Expert	Masters/ Bachelor in environmental science or equivalent	<p>At least 5 (five) years of experience in conducting environmental impact assessment and preparation of mitigation plan. Should have understanding of local environmental regulations and IFC's environment performance standards.</p> <p>He/she should have prior experience in conducting environmental impact assessment and preparation of mitigation plan for at least 1 (one) hospital project.</p>	<p><u>Construction Period</u></p> <p>The expert shall be responsible for carrying out all required activities as per Independent Monitor TOR related to monitoring compliance with E&S Standards, environment impact assessment report and environment management plan.</p> <p><u>Operation Period</u></p> <p>The expert shall be responsible for activities as per Independent Monitor TOR related to review of the environment & safety management.</p>
7.	Social Expert	Masters/ Bachelor in social science or equivalent.	At least 5 (five) years of experience in conducting social impact assessment, preparation of rehabilitation & resettlement plan and preparation of mitigation plan. Should have understanding of IFC's social performance standards.	<p><u>Construction Period</u></p> <p>The expert shall be responsible for carrying out all required activities as per Independent Monitor TOR related to monitoring compliance with social impact assessment report and social management plan.</p>
8.	Hospital Operations Expert	Post Graduate Diploma in Hospital/Health Management (PGDHM).	<p>At least 5 (five) years of experience in the area of hospital operations planning.</p> <p>Should have experience and understanding in hospital operations, safety aspects & quality assurance and monitoring key performance</p>	<p><u>Construction Period</u></p> <p>Review the Project Hospitals Asset Register as required by Independent Monitor TOR.</p>

S No.	Expert	Minimum Education Qualification	Minimum Experience Criteria	Identified Services
			indicators. He/she should have prior experience in at least 1 (one) multi-specialty hospital.	
9.	Bio-medical Engineer	Graduate in bio-medical engineering	At least 5 (five) years of experience as bio-medical engineer and should have experience in finalizing requirement medical equipment along with technical specifications and cost for multi-specialty hospitals.	<p><u>Construction and Operation Period</u></p> <p>The expert shall be responsible for providing inputs with respect to maintenance requirement of medical equipment, replacement requirement of medical equipment and any other activities related to medical equipment as required for delivering scope of services defined under Independent Monitor TOR.</p> <p><u>On termination or expiry of Concession Agreement</u></p> <p>The expert shall provide inputs during survey of Project Hospitals with respect to medical equipment.</p>
10.	Payment Expert	Graduate in insurance and risk management.	At least 5 (five) years of experience in the area of payment mechanism through insurance and health insurance, underwriting, claims processing, knowledge of DRG mode of payment mechanism	<p><u>Operation Period</u></p> <p>The expert shall be responsible for review of the O&M Charges Invoice submitted by Concessionaire and prepare Payment Certificate in accordance with provisions of Concession Agreement.</p>

Note: The Bidder needs to propose adequate support staff with relevant expertise as required for carrying out the IM Services. The Financial Proposal of the Bidder shall include all costs including costs in respect of support staff.

SCHEDULE 3
CONCESSION AGREEMENT

(enclosed separately)