

PART A – EOI Process Guidelines

1 Invitation

1.1 Tetra Tech International Development Pty Ltd Requirements

Tetra Tech International Development invites the Applicant to submit an Expression of Interest (“EOI”) for the provision of Works to fulfill Tetra Tech International Development Requirements as outlined in Part B, in accordance with the Invitation’s conditions.

Tetra Tech International Development is seeking EOI Responses to gain a more detailed understanding of the supplier market and range of solutions that may be available to complete the Works. This EOI process is anticipated to be the first stage of a two-stage procurement process.

1.2 Additions and Amendments

Tetra Tech International Development may amend or add to the information in this Expression of Interest at any time before the Closing Date and Time, and may extend the Closing Date and Time to enable Applicants to amend their Response.

Tetra Tech International Development may decline to consider an EOI / Tender in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

1.3 Accuracy of Invitation

Tetra Tech International Development makes no promise, warranty or representation that any factual information supplied in or in connection with this EOI Process or Invitation is accurate.

Information is provided in good faith and Tetra Tech International Development will not be liable for any omission from this Invitation.

1.4 Use of Invitation

Without the express prior written consent of Tetra Tech International Development, the Applicant must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging a Response.

1.5 EOI Process Does Not Create a Contract

Your participation in this EOI Process, (including the preparation and lodgement of the Applicant’s Response), is at the Applicant’s sole risk.

Nothing in this Invitation, the EOI Process, or the Applicant’s Response must be construed as creating any binding contract or other legal relationship (express or implied) between the Applicant and Tetra Tech International Development.

1.6 DFAT Acceptance

The Applicant acknowledges that Tetra Tech International Development’s decision to proceed with the tender process for this project is subject to approval of Australia’s Department of Foreign Affairs and Trade.

1.7 Unpaid Employee Entitlements

The Applicant acknowledges that Tetra Tech International Development, as a client of DFAT, will not contract with a potential supplier where it or a proposed subcontractor has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

1.8 Tetra Tech International Development Rights

Tetra Tech International Development, at its discretion, may discontinue the EOI; decline to accept any Response; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Response; satisfy its requirement separately from the EOI process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate Responses as Tetra Tech International Development sees appropriate; and negotiate with any one or more potential suppliers.

2 Communication

2.1 Contact Person

The Applicant may only communicate with the Contact Person (see Reference Schedule) about this Invitation, and all contact must be in writing.

2.2 Requests for Clarification

Up to and including the Last Queries Date, the Applicant may submit a query or request for further information in writing to the Contact Person.

Tetra Tech International Development does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Tetra Tech International Development reserves the right in its' discretion to inform all other Suppliers of any question or matter You raise and the response given (but may choose not to do so).

Tetra Tech International Development is not obliged to consider any clarification from You that it considers to be unsolicited or otherwise impermissible.

2.3 Briefing and Site Visits

There will not be a briefing session, nor a site visit.

3 EOI Response

3.1 Format of Response

Your Response must be completed using the Part C Response Form, (unless You are otherwise directed).

Your Response must:

- (a) Be in English,
- (b) Be concise and only provide what is sufficient to present a complete and effective response.

Tetra Tech International Development may disregard any content in a Response that is illegible.

3.2 Cost of Preparing Your Response

You are responsible for the cost of preparing and submitting Your Response and all other costs arising from Your participation in this EOI Process.

4 Lodging a Response

The Closing Time for lodging Your Response is nominated in the Reference Schedule. Tetra Tech International Development may extend the Closing Date and Time in its absolute discretion.

4.1 Lodgement

Lodgement for this EOI is by email to the address provided in the Reference Schedule.

4.2 Late Responses

If a Response is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- (a) Tetra Tech International Development determines in its sole discretion that Tetra Tech International Development has caused or contributed to the failure to lodge by the Closing Date and Time, or
- (b) Tetra Tech International Development decides that exceptional circumstances exist which warrant consideration of the late Response and that acceptance of the late Response does not compromise the integrity of the EOI Process.

4.3 Tetra Tech International Development's Use of Your Response Materials

Upon lodgement, all of the Applicant's Response Materials will become the property of Tetra Tech International Development Pty Ltd.

Intellectual Property owned by the Applicant or any third parties forming part of the Response Materials will not pass to Tetra Tech International Development with the physical property comprising the Response Materials. However, the Applicant acknowledges and agrees that the Applicant has the authority to grant to Tetra Tech International Development an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Response to the extent necessary to conduct the Evaluation and where applicable, in the preparation of any resultant contract.

4.4 Sub-contracting

If the Applicant's Response relies on a sub-contracting arrangement, then the Applicant must stipulate in the Response the tasks that the proposed sub-contractor(s) would undertake. The Applicant remains legally responsible for meeting Tetra Tech International Development's Requirements.

5 EOI Process Conduct

5.1 Your Conduct

You must:

- (a) Ensure all communications are undertaken via the Contact Person.

- (b) Declare any actual or potential conflict of interest (refer Part C – Item 2).
- (c) Not employ or engage the services of any person who has a duty to Tetra Tech International Development as an adviser, consultant or employee (or former adviser, consultant or employee) who has been substantially involved in the design, preparation, appraisal, review and/or daily management of this project.
- (d) Not offer any incentive to, or otherwise attempt to influence, any employee of Tetra Tech International Development or any member of an evaluation team at any time.
- (e) Not engage in any collusive or anti-competitive conduct with any Supplier.
- (f) Comply with all laws in force in South Australia, Supplier's country of business registration and Niue applicable to this EOI Process.
- (g) Disclose whether You are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s).
- (h) Not issue any news releases or responses to media enquiries and questions regarding this EOI Process or this Invitation without Tetra Tech International Development's written approval.

If You act contrary to the expectations outlined above, Tetra Tech International Development reserves the right (regardless of any subsequent dealings) to exclude Your Response from further consideration.

5.2 Tetra Tech International Development Conduct

Tetra Tech International Development will:

- (a) Preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality).
- (b) Give the Applicants the opportunity to compete fairly.

5.3 Confidentiality

You must identify any aspect of Your Response that You consider should be kept confidential including reasons. Tetra Tech International Development is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that Tetra Tech International Development has the right to publicly disclose the information.

Any condition in Your Response that seeks to prohibit or restrict Tetra Tech International Development's right to disclose will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting a Response, You agree that Tetra Tech International Development may forward information relating to You or Your Offer to the Australian Competition and Consumer Commission (ACCC) if Tetra Tech International Development reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to this EOI Process (whether or not the suspicion relates to Your Response).

Tetra Tech International Development's selection process for the Works is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass procurement offers to Commonwealth Government Departments and Agencies as Tetra Tech International Development sees fit and to relevant Ministers and Parliamentary Secretaries.

It is Tetra Tech International Development policy not to divulge to a Tenderer / Supplier information that has been provided in-confidence by another.

Tenderers / Suppliers should note that the *Freedom of Information Act 1982* (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

Information supplied by or on behalf of Tetra Tech International Development is confidential to Tetra Tech International Development and You are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting Your Response.

6 Evaluation Process

6.1 Evaluation

Tetra Tech International Development will evaluate and assess only those Responses determined to comply with the EOI requirements.

In evaluating Responses Tetra Tech International Development will consider:

- a) The Evaluation Criteria, per the following Steps:

Step 1 – Mandatory Submissions will be checked as having been submitted and evaluated on a pass / fail basis as to whether submissions meet Tetra Tech International Development and DFAT requirements.

Step 2 – Technical Response will be assessed by scoring of each of the weighted categories below:

- (i) **Prior demonstrated relevant experience** (30%) – including experience on projects of a similar nature and size from the past five years, and favourable references from project stakeholders. Include also any previous experience working with Donors, NGO's and/or Humanitarian actors, and experience with constructing cyclone resistant and or Importance Level 4 structures.
- (ii) **Capacity to undertake the work** (25%) – including availability of suitably qualified and experienced key personnel and well-designed organisational structure to deliver projects within deadlines. Include also ability to prepare appropriate Management Plans, evidence of essential items of plant and equipment for the Works, understanding of contextual risks and adequate mitigation strategies.
- (iii) **Proposed methodology and timeline to address scope of works** (20%) – high-level identification of key stages / steps to complete the Works, anticipated resources to be allocated, and approximate timeframes applicable to each stage / step.
- (iv) **Support of PHWP Thematic Priorities** (25%) – thoughtful and considered opportunities identified to incorporate PHWP Thematic Priority outcomes into the Works, and commitment to implement them.

b) References from referees.

c) Any other information that Tetra Tech International Development considers relevant.

Tetra Tech International Development will convene an Evaluation Committee (EC) to undertake the Technical Response evaluation. Members of the EC could be Tetra Tech International Development, DFAT, SPC or Partner Government representatives, and/or externally engaged experts at Tetra Tech International Development's sole discretion.

Tetra Tech International Development may seek the advice of external consultants to assist Tetra Tech International Development in evaluating the Responses.

Tetra Tech International Development may in its absolute discretion:

- (a) Take into account any relevant consideration when evaluating Responses.
- (b) Accept all or part of a Response.
- (c) Invite any person or entity to lodge a Response.
- (d) Allow a Supplier to change its Response.
- (e) Consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) a Response lodged other than in accordance with this Invitation.
- (f) Seek further information from You regarding Your Response including but not limited to requests for additional information or presentations by, or interviews with You or Your key personnel.
- (g) Seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers.
- (h) Make enquiries of any person or entity to obtain information about any Supplier and its Response (including but not limited to any referees).
- (i) Visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

6.2 Discontinue Process

Tetra Tech International Development may decide not to proceed any further with the EOI Process or any other procurement process for Tetra Tech International Development's Requirement.

6.3 Shortlisting

Tetra Tech International Development may choose to shortlist some Suppliers and continue evaluating Responses from those shortlisted Suppliers or conduct a secondary procurement process by invitation to shortlisted Suppliers. Tetra Tech International Development is not at any time required to notify You, any Supplier or any other person or organisation interested in making a Response of its intentions or decision to short-list.

6.4 Negotiation

Tetra Tech International Development may choose to:

- (a) Enter into negotiations with You or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Response on grounds of capability / capacity, technical issues, effectiveness, to finalise agreement on the terms of the contract, or any other matters.
- (b) Re-evaluate Responses generally after any negotiation.

- (c) Suspend, discontinue or terminate at any time negotiations with You or any Supplier or any other person or organisation.
- (d) Negotiate with You or any Supplier for the provision of any part of Tetra Tech International Development's Requirement and negotiate with any other Supplier with respect to the same or other parts of Tetra Tech International Development's Requirement and to enter into one or more contracts for part or parts of Tetra Tech International Development's Requirement.
- (e) Negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Tetra Tech International Development's Requirement or any part of Tetra Tech International Development's Requirement with that organisation on such terms as Tetra Tech International Development, at its absolute discretion, considers appropriate.

6.5 Secondary Procurement Process

After evaluating all Suppliers' Responses Tetra Tech International Development may choose to conduct a subsequent procurement process.

6.6 Further Approach to Market

Tetra Tech International Development may choose to make a further approach to market on a similar or different basis than that specified in this Invitation.

7 Procurement Policies

7.1 Commonwealth Procurement Rules

Tetra Tech International Development is governed by the requirements of the Australian Government's Commonwealth Procurement Rules (CPR) as a non-corporate Commonwealth entity. The core principle of the Commonwealth Procurement Rules being achieving value for money.

7.2 Social Procurement

Tetra Tech International Development supports and is committed to delivering on the United Nations Sustainable Development Goals (UN SDGs). This includes Goal 8 'Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all.' In line with this commitment, and the definitions of Value for Money and Encouraging Competition under the CPRs, Tetra Tech encourages social procurement practices across its supply chains.

Social procurement refers to leveraging an organisation's buying power to deliver social value above and beyond the value of the goods and services being procured. This can include engagement of SMEs, local businesses, women-owned businesses, social enterprises, disability enterprises, civil society organisations, and youth and community groups in project procurement and delivery, as well as any additional activity undertaken to support local indigenous entrepreneurship, social partnerships, or business development.

7.3 Indigenous Procurement Policy

Tetra Tech supports and is committed to delivering on the Australian Government's Indigenous Procurement Policy (IPP). The IPP aims to support and enable Indigenous entrepreneurship, business and economic development, providing Indigenous Australians with more opportunities to participate in the economy (see <https://www.dpmc.gov.au> for further information).

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Applicant's supply chain.

As part of their Part C Response, Applicants are encouraged to provide information on how their organisation or proposal responds to the IPP.

An Applicant may submit a Response either individually or as part of a joint venture. An Applicant or joint venture partner may also include a First Nations Australian Indigenous entrepreneurship or business. A firm or a member of a joint venture may participate as an Applicant in either only one or more of the EOIs.

8 Glossary

In this Invitation, the following definitions apply, unless the contrary intention is apparent:

- (a) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Responses are required to be lodged.
- (b) "Tetra Tech International Development" means Tetra Tech International Development Pty Ltd.
- (c) "Tetra Tech International Development's Requirement" means the requirements specified in the Invitation, the Statement of Requirements and the Contract.

- (d) "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the EOI Process.
- (e) "CPR" means Australian Government's Commonwealth Procurement Rules.
- (f) "EOI Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Tetra Tech International Development) or upon the earlier termination of the process.
- (g) "Evaluation" means the process for considering and evaluating Responses in accordance with Section 7.1.
- (h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, semi-conductor, circuit layout, or other form of intellectual property and the right to registration and renewal of the intellectual property.
- (i) "Invitation" means this document inviting persons to lodge a Response.
- (j) "Kitset" means a set of prefabricated structural components that can be packaged for transportation to site, with instructions for assembly by a separate entity to complete onsite installation.
- (k) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek clarification of any matters relating to this Invitation Document.
- (l) "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule.
- (m) "Response" means the documents constituting a Response lodged by a Supplier to meet Tetra Tech International Development's Requirement in accordance with this Invitation.
- (n) "Response Material" means all documents, data, computer programs, computer discs and other materials and things provided by You or a Supplier in relation to a Response arising out of this Invitation.
- (o) "Part" means a part of this Invitation.
- (p) "Potential Conflict of Interest" means a situation where a person's private, financial, family, business or other interests could now or in future affect, or be seen to affect, their impartiality or judgement in the EOI or procurement process.
- (q) "Reference Schedule" means the reference schedule in Part A of this Invitation.
- (r) "Fiji Time" means the time applicable to Fiji, as defined at Coordinated Universal Time plus 12 hours (UTC+12).
- (s) "Specification" means the information about Tetra Tech International Development's Requirement described in Part B.
- (t) "Supplier" or "You" or "Your" or "Applicant" means a person or organisation responding to this Invitation.