Am TETRA TECH International Development

Request for Tender

RFT AM 13648

Construction Services

for

MISE Office

part of

The Kiribati Australia Infrastructure Program (Te KAI)

Structure of Invitation

Part A – Procurement Process Guidelines

Part B – Scope of Works

Part C – Draft Contract

Part D – Response Forms

RFT AM 13648

Part A

Procurement Process Guidelines

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Invitation to Tender

You are invited to submit a tender for the provision of:	Construction contracting services, including all labour, site supervision, project management and overheads, specified tools and equipment

Principal

Tetra Tech International Development Pty Ltd

ABN 63 007 889 081
World Park
33 Richmond Road
Keswick SA 5035

Tetra Tech International Development's Requirements

Tetra Tech International Development Pty Ltd (Tetra Tech International Development) as the managing contractor of The Kiribati Australia Infrastructure Program (Te KAI) on behalf of the Australian Department of Foreign Affairs and Trade, is seeking tenders from suitably qualified local contractors to provide construction services for the new MISE Office in Betio, Tarawa. All permanent materials will be supplied by Tetra Tech. The Contractor is required to supply temporary materials including fresh water for concrete.

Important Dates

Lodgement and Query Dates	
Invitation Issue Date	2 November 2026
Tender Briefing Date **Location** **Time** **(Gilbert Island Time, UTC+12)**	28 October 2026 MISE Boardroom, Betio 10:00
Last Queries Date **(Gilbert Island Time, UTC+12)**	24 November 2026
Closing Date and Time **(Gilbert Island Time, UTC+12)**	27 November 2026
Indicative Timetable	
Completion of evaluation	11 December 2026
Notification to preferred Supplier(s)	11 December 2026
Contract executed	08 January 2026
Notification to non-preferred Supplier(s)	18 December 2026
Works commencement	January 2027

Offers and Lodgement

Alternative Offers	No Alternative Offers will be accepted

Form of lodgement	Response schedules must be submitted **electronically**, however, if tenderers do not have access to the internet, they may also request permission to submit hard copies (refer hard copy details below)
Internet/electronic lodgement	tekai.procurement@tetratech.com
Hard copy lodgement	2 x sets of hard copy documents may also be delivered to: Teweiaaba Tameri, Tetra Tech International Development, Betio Lodge 2, Betio, Tarawa
Offer Validity Period	90 days

Contact Person

Name	Teweiaaba Tameri
Position	Procurement Specialist
Email	tekai.procurement@tetratech.com

Evaluation Criteria

Mandatory criteria	All tenderers are required to meet the mandatory criteria provided in RFT Part D - Sections 1 to 7: 1. Tenderer Information 2. Contact Details 3. Company Registration & Profile 4. Financial Viability 5. Conflict of Interest 6. External Resources 7. Compliance Statements Mandatory requirements will not be weighted or scored. Tenderers that do not meet the mandatory requirements, will not be considered further. Required documents to be provided by the Tenderer: ☐ Completed Part D Response Forms ☐ Business License / Certificate of Company Registration ☐ Certificate of Tax Registration ☐ Copies of audited Company Financial Statements from last three financial years
Weighted criteria	All Tenderers that meet the mandatory criteria will be evaluated and scored in accordance with RFT Part A - Section 8. Refer also RFT Part D - Sections 8 to 11: 1. Prior Experience & References 25% 2. Capacity & Capabilities 35% 3. Supporting International Development Priorities & Outcomes 15% 4. Financial Proposal 25%

1 Invitation

1.1 Tetra Tech International Development's Requirements

Tetra Tech International Development invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Tetra Tech International Development's Requirements.

1.2 Additions and Amendments

Tetra Tech International Development may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable the Tenderer to amend their Offer.

1.3 Accuracy of Invitation

Tetra Tech International Development makes no promise or representation that any factual information supplied in or in connection with this Procurement 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 The Use of Invitation

Without the express prior written consent of Tetra Tech International Development, the Tenderer 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 an Offer.

1.5 Procurement Process does not create a Contract

The Tenderer's participation in this Procurement Process, (including the preparation and lodgment of the Offer), is at the Tenderer's sole risk.

Nothing in this Invitation, the Procurement Process, or the Tenderer's Offer must be construed as creating any binding contract or other legal relationship (express or implied) between the Tenderer and Tetra Tech International Development.

2 Structure of Invitation

This Invitation consists of four parts:

Part A Procurement Process Guidelines

Part A contains general information about the Procurement Process and how the Tenderer can make an Offer.

Part B Scope of Works

Part B sets out Tetra Tech International Development's Requirements in detail.

Part C Draft Contract

Part C contains the proposed terms of the contract that may be entered into between the Tenderer and Tetra Tech International Development if the Tenderer's Offer is successful.

Part D Response

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete all parts of the Part D Response Schedule.

3 Communication

3.1 Contact Person

The Tenderer may only communicate with the Contact Person (listed on the front page of this document) about this Invitation, and that contact must be in writing via email.

3.2 Requests for Clarification

Up to and including the Last Queries Date, the Tenderer 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 Tenderers of any question or matter any Tenderer may raise and the response given (but may choose not to do so).

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

Additional information about this Invitation and any Addendum developed will be made available to all interested parties that attend the Tender Briefing Meeting or by email.

4 The Tender Offer

4.1 Format of Offer

The Offer must be completed using the Part D Response Schedule, (unless the Tenderer is otherwise directed).

The Offer must:

a) be in English
b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
c) quote prices in **Australian Dollars (AUD)** that are tax exclusive and, in relation to tax, must state where the tax is applicable and show that amount separately
d) stipulate fixed prices (unless otherwise specifically required or indicated)
e) be concise and only provide what is sufficient to present a complete and effective response.

Tetra Tech International Development may disregard any content in an Offer that is illegible.

4.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

4.3 Alternative Offers (Not applicable)

~~The Tenderer may also submit an additional Alternative Offer if this option is specified in the Reference Schedule.~~

~~Where the Tenderer proposes an Alternative Offer, the Tenderer must:~~

~~a) first submit a Conforming Offer~~

~~b) identify, in detail, the proposed alternative approach or solution~~

c) ~~specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)~~

d) ~~state the reasons for each instance of change~~

e) ~~clearly demonstrate how the Alternative Offer is beneficial to Tetra Tech International Development.~~

4.4 Cost of Preparing the Offer

The Tenderer is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Tenderer's participation in the Procurement Process.

5 Lodging an Offer

The Closing Date and Time for lodging the Offer(s) is nominated in the Reference Schedule. Tetra Tech International Development may extend the Closing Date and Time in its absolute discretion.

5.1 Email

All submissions must be sent electronically. When lodging an Offer via email, the Tenderer must satisfy the requirements for email lodgement specified in the Reference Schedule.

The Tenderer must virus check any Offer (including all constituent files and/or documents) before lodging via email.

The Tenderer is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via email, each lodgement will be regarded as full and complete. If the Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

5.2 Hard Copy

If agreed, the Tenderer may also hand deliver 2 hard copy sets of the Offer to the address nominated in Offers and Lodgements.

Hard copy sets must be bound or stapled. The Tenderer must check any Offer before lodging hard copies.

The Tenderer is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged in hard copy, each lodgement will be regarded as full and complete. If the Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

Tetra Tech is under no obligation to review submissions that are not bound or stapled in order and will not be responsible for any pages that go missing.

5.3 Late Offers

If an Offer 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 Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.

c) Tetra Tech International Development in its sole and absolute discretion reserves the right to take into account a late tender.

5.4 Validity

By lodging an Offer the Tenderer agrees that the Offer will remain open for acceptance by Tetra Tech International Development for the validity period specified in the Reference Schedule.

5.5 Tetra Tech International Development's Use of The Tenderer's Offer Materials

Upon lodgement, all of the Tenderer's Offer Materials will become the property of Tetra Tech International Development.

Intellectual Property owned by the Tenderer or any third parties forming part of the Offer Materials will not pass to Tetra Tech International Development with the physical property comprising the Offer Materials. However, the Tenderer acknowledges and agrees that the Tenderer 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 Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

6 Consortia and Sub-Contracting

6.1 Consortia (partnership between multiple companies)

If the Tenderer is a member of a consortium then the Offer must stipulate which part(s) of Tetra Tech International Development's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Tetra Tech International Development's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Tetra Tech International Development will treat the Tenderer as the preferred contact person for any consortium Offer.

6.2 Sub-contracting

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

7 Procurement Process Conduct

7.1 The Tenderer's Conduct

The Tenderer must:

a) ensure all communications are undertaken via the Contact Person

b) declare any actual or potential conflict of interest

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 activity

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 Kiribati applicable to this Procurement Process

g) disclose whether the Tenderer is 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 Procurement Process or this Invitation without Tetra Tech International Development's written approval.

i) The Tenderer must not be named as not complying with the Workplace Gender Equality Act 2012 (Cth);

j) The Tenderer must not be listed on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or any similar List maintained by any other donor of development funding; or be the subject of an informal investigation or temporary suspension which could lead the Tenderer becoming so listed;

k) The Tenderer must not be subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal order; and

l) The Tenderer agrees to contract as a single legal entity.

If the Tenderer acts contrary to the expectations outlined above, Tetra Tech International Development reserves the right (regardless of any subsequent dealings) to exclude the Tenderer's Offer from further consideration.

7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)

b) give Suppliers the opportunity to compete fairly.

7.3 Confidentiality

The Tenderer must identify any aspect of the Offer that the Tenderer considers 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, the Tenderer acknowledges that Tetra Tech International Development has the right to publicly disclose the information.

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

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

7.4 Commonwealth Procurement Rules and PGPA Act

Tenderers should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at: http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html

The PGPA Act is available at: http://www.comlaw.gov.au

7.5 Inclusive Procurement

Tetra Tech International Development encourages the promotion of inclusive procurement to stimulate SMEs, social enterprises, women led businesses, disability enterprises, local businesses, CSOs, youth and community groups and local indigenous entrepreneurship, partnerships and business development.

Refer to CPR (July 2024) CPRs - 1 July 2024 (finance.gov.au) for further information.

Using procurement and purchasing to generate social benefits and social im

7.6 Indigenous Procurement Policy (Not applicable)

~~It is Commonwealth policy and therefore Tetra Tech International Development policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see https://www.dpmc.gov.au for further information).~~

~~**Tenderers should note that the Indigenous Procurement Policy does not apply to this procurement.**~~

~~However, in completing Part D, Response, tenderers are encouraged to provide information on how their organisation or tender proposal stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.~~

~~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 Tenderer's supply chain.~~

7.7 Disclosure of Information Provided by Tenderers

Tetra Tech International Development's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Tetra Tech International Development is required to pass Tenders 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 information that has been provided in-confidence by another.

Tenderers 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.

8 Evaluation Process

8.1 Evaluation

Tetra Tech International Development will evaluate and assess only those tenders determined to be complying with the mandatory requirements of the Tender Documents. The evaluation of tenders will be on a 'value for money' basis in accordance with Australian Commonwealth Procurement Rules, including but not limited to the following: -

Evaluation Criteria	**Weighting**
Prior Experience & References	25%
Capacity & Capabilities	35%
Supporting International Development Priorities & Outcomes	15%
Financial Proposal	25%

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

Tetra Tech International Development reserves the right to negotiate a successful tender with any of the Tenderers in the event that none of the tenders received fully meet the evaluation criteria.

Tetra Tech International Development reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected tenderer or tenderers.

Tetra Tech International Development reserves the right to reject all tenders before re-calling tenders from any source including those tenderers who have already submitted tenders.

In evaluating Offers Tetra Tech International Development will consider:

a) the Evaluation Criteria

b) the overall value for money of the Offer

Where mandatory criteria are specified in the Reference Schedule and the Offer does not comply with these criteria, Tetra Tech International Development may choose not to further evaluate the Offer.

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

Tetra Tech International Development may in its absolute discretion:

a) take into account any relevant consideration when evaluating Offers

b) accept all or part of an Offer

c) invite any person or entity to lodge an Offer

d) allow a Supplier to change its Offer

e) consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation

f) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's 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 Offer (including but not limited to the referees)

i) seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Tenderer.

j) 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).

k) is not bound to accept the lowest priced, highest technical or any Tender.

8.2 Discontinue Process

Tetra Tech International Development may decide not to proceed any further with the Procurement Process for Tetra Tech International Development's Requirement.

8.3 Shortlisting

Tetra Tech International Development may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. Tetra Tech International Development is not at any time required to notify the Tenderer, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

8.4 Negotiation

Tetra Tech International Development may choose to:

a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters

b) re-evaluate Offers generally after any negotiation

c) suspend, discontinue or terminate at any time negotiations with the Tenderer or any Supplier or any other person or organisation

d) negotiate with the Tenderer 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 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

f) seek best and final offers from all or some of the Suppliers. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

Tetra Tech International Development may make partial or multiple awards of contract for selected portions of Tetra Tech International Development's Requirement or accept a portion or the whole of any Offer at the price or prices proposed or subsequently agreed.

No legal relationship will exist between a Supplier and Tetra Tech International Development for the supply of Tetra Tech International Development's Requirement until such time as a binding contract is executed by both parties.

Tetra Tech International Development intends to contract based on the Draft Contract contained in Part C of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in Clause 12 of Part D - Tenderers' Response Schedule.

9 Glossary

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

a) "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Tetra Tech International Development's Requirements

b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged

c) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

d) "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the Procurement Process

e) "The Contractor" means the person or business taking on the scope detailed within this Request for Tender following a successful tender application and contract negotiation

f) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules

g) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade

h) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1

i) "GoK" means Government of Kiribati

j) “Intellectual Property” means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property

k) "Invitation” means this document inviting persons to lodge an Offer

l) “Last Queries Date” means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation

m) “Mandatory Criteria” means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule

n) "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech International Development’s Requirement in accordance with this Invitation

o) “Offer Material” means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation

p) “Part” means a part of this Invitation

q) "Procurement 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

r) “Safeguarding” refers to the measures and practices put in place to **protect** individuals and communities, especially groups experiencing vulnerability from abuse, harm, neglect, and exploitation. It involves creating safe environments, promoting well-being, and ensuring that people are treated with respect and dignity. Safeguarding aims to **prevent** harm and **respond** appropriately to concerns or incidents to ensure the safety and protection of individuals and the environment. This includes areas of Child Protection, Preventing Sexual Exploitation, Abuse and Harassment (PSEAH), Modern Slavery and other areas of environmental and social safeguarding. Refer to the Safeguarding Code of Conduct for definitions of each of these.

s) "Reference Schedule” means the reference schedule in Part A of this Invitation

t) "Specification" means the information about Tetra Tech International Development’s Requirement described in Part B

u) "Supplier" or “The Tenderer” means any person or organisation responding to this Invitation by lodging an Offer.

v) “Te KAI” means The Kiribati Australia Infrastructure Program