

REQUEST FOR TENDER

RFT AM-11252

Printing of Spoken Lao Program Teaching and Learning Materials

Printing of Grade 1 Lao Language Teacher Guide (Book 1)

Printing of the Primary Curriculum Framework

Structure of Invitation

Part A: Procurement Process Guidelines

Part B: Specification

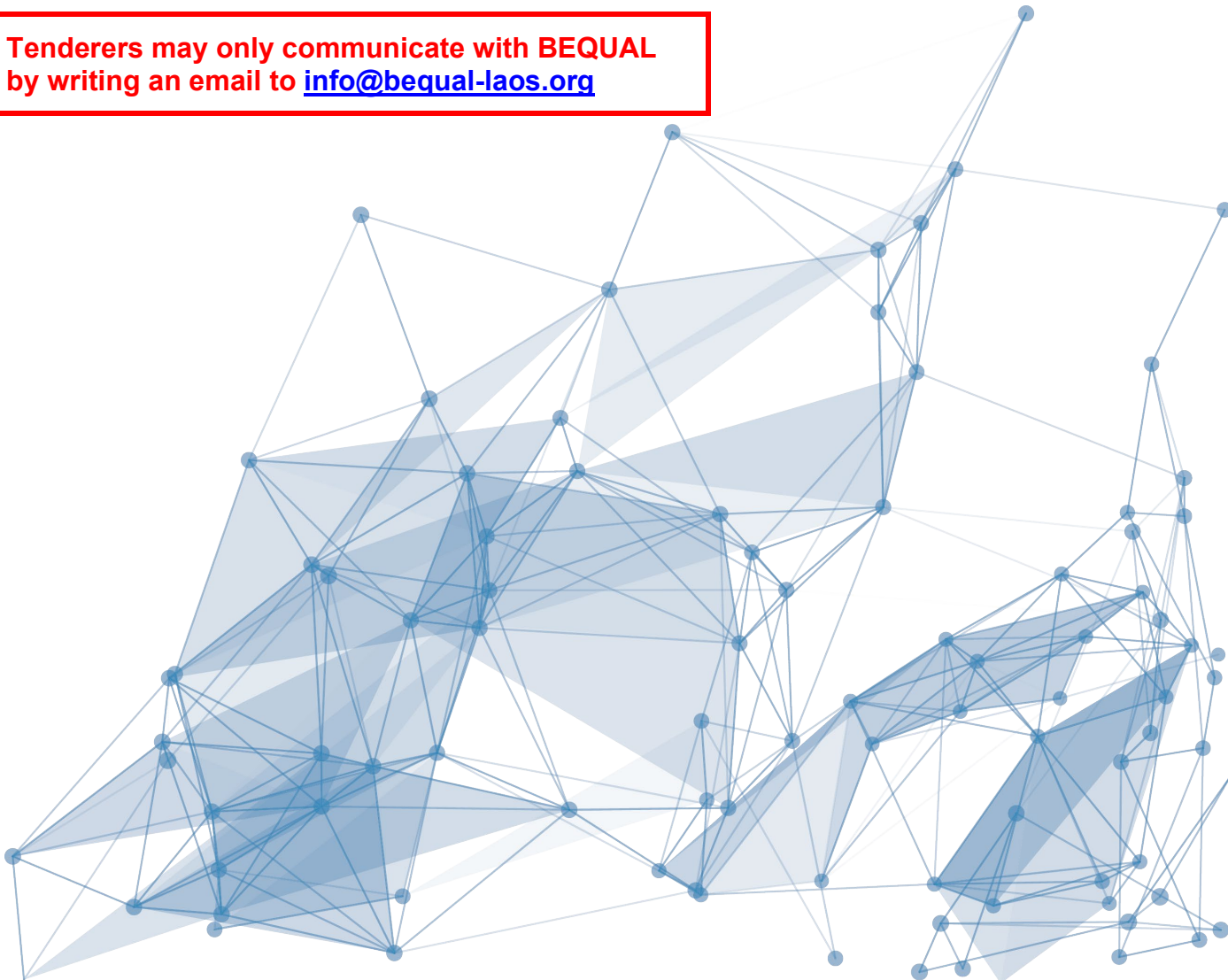
Part C: Example Draft Contract

Part D: Supplier Response Form

Part E: Statement of Compliance

Part F: Price Schedule

**Tenderers may only communicate with BEQUAL
by writing an email to info@bequal-laos.org**



Part A:

Procurement Process Guidelines

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Printing of Spoken Lao Program Teaching and Learning Materials

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REFERENCE SCHEDULE

1. Invitation to Tender:

Printing of the Spoken Lao Program Textbooks, Teacher Guides and Card Sets.
Printing of the Grade 1 Lao Language Teacher Guide (Book 1).
Printing of the Primary Curriculum Framework.

You are invited to submit a tender for the provision of printing services for the:

1. Spoken Lao Program textbooks, teacher guides and card sets; and / or
2. Grade 1 Lao Language Teacher Guide (Book 1) and / or
3. Primary Curriculum Framework

for the BEQUAL Program on behalf of the Lao PDR Ministry of Education and Sports.

2. Principal:

Tetra Tech International Development Pty Ltd, ABN 63 007 889 081
33 Richmond Road, Keswick SA 5035, Australia

3. Tetra Tech International Development's Requirements:

Tetra Tech International Development Pty Ltd, under contract to the Australian Department of Foreign Affairs and Trade (DFAT), is managing the Basic Education Quality and Access in Lao PDR (BEQUAL) Phase 2 program which is located at the Lao PDR Ministry of Education and Sports.

Tetra Tech International Development is seeking to engage a suitably qualified contractor to:

- print the Spoken Lao Program textbooks, shrink wrap in sets and put into cartons.
- print the Spoken Lao Program teacher guide, shrink wrap in sets and put into cartons.
- print and collate Spoken Lao Program bingo card sets, story card sets and picture word card sets and pack into cartons.
- print additional bingo card sets and shrink wrap in sets and put into cartons.
- print the Grade 1 Lao Language Teacher Guide Book 1 shrink wrap in sets and put into cartons.
- deliver to a single location in Vientiane Capital, Lao PDR.

Batch 1

The due date for delivery of **Batch 1** of SLP textbooks, SLP and Lao Language teacher guides and card sets is **Friday 28th June 2024**.

Batch 1 contains 100 of each item.

Batch 2

The due date for delivery of **Batch 2** of SLP textbooks, SLP and Lao Language teacher guides and game card sets is **Friday 5th July 2024**.

Batch 2 contains 750 of each item.

Batch 3

The start date for delivery **Batch 3** is **Monday 8th July 2024** and **must be completed by Friday 10th August 2024**.

Batch 3 contains all remaining SLP items, grade 1 Lao Language teacher guides and the Primary Curriculum Framework.

Refer to Part B Specification and Part E Statement of Compliance for detailed instructions.

4. Important Dates:

Lodgement and Query Dates	
Invitation Issue Date	Monday 8 th April 2024
Online Tender Briefing Session	Thursday 11 th April 2024
Last Queries Date (Vientiane Time)	Wednesday 8 th May 2024
Closing Date and Time (Vientiane Time)	Monday 13th May 2024 16:00 Vientiane time
Bidders can request more information ONLY in writing by email to: info@bequal-laos.org	

Estimated Contracting Timetable	
Completion of tender evaluation	20 th May 2024
Approvals	22 nd May 2024
Contract executed	24 th May 2024
<i>Unsuccessful bidders will be notified only after a contract has been issued to the successful bidder.</i>	

5. Offers and Lodgement

Alternative Offers	<input checked="" type="checkbox"/> Alternative offers may NOT be submitted	
Form of Lodgement		
<input checked="" type="checkbox"/> Internet/electronic by email ONLY HARD COPY DOCUMENTS WILL NOT BE ACCEPTED		
Internet / electronic lodgement	Lodgement Address	info@bequal-laos.org
	Other requirements	None
Offer Validity Period		90 days

6. Contact Person/s

Name	1 Anne Stasinowsky 2 Bob McLaughlin
Email	info@bequal-laos.org

7. Evaluation Criteria

<p>Compulsory Criteria (Bids that do not meet these criteria will not be considered.)</p>	<ol style="list-style-type: none"> 1. Part D Supplier Response Form must be completed in full. 2. Part E Statement of Compliance must be completed in full. 3. Part F Price Schedule must be completed in full. 4. Public Liability Insurance is required. 5. General Property Insurance is required. 6. Marine Transport Insurance is required for international Bidders. 										
<p>Weighted Technical Selection Criteria (Conforming bids will be scored based on these criteria)</p>	<p>The evaluation criteria include, but are not limited to, the following:</p> <table border="1"> <tr> <td>A. Organisational capacity and experience</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>B. Ability to deliver on time</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>C. Value for money</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>D. Commitment to DFAT’s Child Protection policy and to DFAT’s Preventing Sexual Abuse and Harassment policy</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>E. Price</td> <td style="text-align: right;">20%</td> </tr> </table>	A. Organisational capacity and experience	30%	B. Ability to deliver on time	30%	C. Value for money	10%	D. Commitment to DFAT’s Child Protection policy and to DFAT’s Preventing Sexual Abuse and Harassment policy	10%	E. Price	20%
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E. Price	20%										

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 lodgement 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 six (6) 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 Specification

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

Part C Example 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 Supplier Response Form

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

Part E Statement of Compliance

Part E sets out the compliance requirements and standards related to Part B Specification.

Part F Price Schedule

Part F is the detailed Price Schedule and must be completed in full.

Bidders must complete ALL parts of the Part D Supplier Response Form, Part E Statement of Compliance and Part F Price Schedule to be eligible for selection.

3 COMMUNICATION

3.1 Contact Person

Bidders may only communicate with the Contact Person about this Invitation, and that contact must be in writing.

Bidders may only communicate in writing by email to info@bequal-laos.org

3.2 Requests for Clarification

Up to and including the Last Queries Date, the Bidder 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 Bidders of any question or matter any Bidder 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 Bidder that it considers to be unsolicited or otherwise impermissible.

Additional information about this Invitation and any Addendum developed will be made available on:

- the tenders page of the BEQUAL website www.bequal-laos.org;
- the tenders page of the Tetra Tech International Development website <https://intdev.tetratechasiapacific.com/work-with-us/tender-opportunities/>;
- Australian Tenders: <https://www.australiantenders.com.au/>;
- and AusConnect: <https://ausconnect.dfat.gov.au/>

4 THE TENDER OFFER

4.1 Format of Offer

The Offer must be completed using the Part D Supplier Response Form, Part E Statement of Compliance, and Part F Price Schedule.

The Offer must:

1. be in English.
2. be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled.
3. quote prices in USD that are VAT exclusive and, in relation to VAT, must state where the VAT is applicable and show that amount separately.
4. stipulate fixed prices (unless otherwise specifically required or indicated).
5. 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, responds to the entire scope of work, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Compulsory Criteria.

4.3 Alternative Offers

Bidders may NOT submit an additional Alternative Offer.

4.4 Cost of Preparing the Offer

The Bidder is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Bidder'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

The Bidder must satisfy the requirements for email lodgement specified in the Reference Schedule.

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

The Bidder 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 Bidder needs to modify a single document or a group of documents, the Bidder will need to submit all documents again.

5.2 Late Offers

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

1. 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
2. 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.
3. Tetra Tech International Development in its sole and absolute discretion reserves the right to take into account a late Offer.

5.3 Validity

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

5.4 Tetra Tech International Development's Use of The Bidder's Offer Materials

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

Intellectual Property owned by the Bidder 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 Bidder acknowledges and agrees that the Bidder 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

If the Bidder 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 Bidder as the preferred contact person for any consortium Offer.

6.2 Sub-contracting

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

7 PROCUREMENT PROCESS CONDUCT

7.1 The Bidder's Conduct

The Bidder must:

1. **ensure all communication is via the Contact Person ONLY**
2. declare any actual or potential conflict of interest.
3. not nominate a Tetra Tech International Development employee as a referee.
4. 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).
5. 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.
6. not engage in any collusive or anti-competitive conduct with any Supplier.
7. comply with all laws in force in South Australia and Lao PDR applicable to this Procurement Process.
8. disclose whether the Bidder is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s).
9. 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.
10. The Bidder must not be named as not complying with the Workplace Gender Equality Act 2012 (Commonwealth);
11. The Bidder must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Bidder becoming so listed;
12. The Bidder 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 Bidder is subject, that the Bidder has fully complied, or is fully complying with the Court or Tribunal order; and
13. The Bidder agrees to contract as a single legal entity.

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

7.2 Tetra Tech International Development's Conduct

Tetra Tech International Development will:

1. preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality).
2. give Bidders the opportunity to compete fairly.

7.3 Confidentiality

The Bidder must identify any aspect of the Offer that the Bidder 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 Bidder 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 Bidder is obliged to maintain its confidentiality.

The Bidder 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

Bidders 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 Australian Indigenous Procurement Policy

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

Bidders should note that the Australian Indigenous Procurement Policy does **not** apply to this procurement.

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

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

7.6 Disclosure of Information Provided by Bidders

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 Bidder information that has been provided in-confidence by another.

Bidders 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 Offers determined to be complying with the requirements of these Tender Documents. The evaluation of Offers 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 %
A. Organisational capacity and experience in large volume printing, collating and packaging	30%
B. Ability to deliver on time	30%
C. Value for money	10%
D. Commitment to DFAT’s Child Protection Policy and to DFAT’s Preventing Sexual Abuse and Harassment policy	10%
E. Price	20%

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 Lao PDR Ministry of Education and Sports, and/or externally engaged experts at Tetra Tech International Development’s sole discretion.

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

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

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

In evaluating Offers, Tetra Tech International Development will consider:

1. the Evaluation Criteria
2. 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:

1. take into account any relevant consideration when evaluating Offers.
2. accept all or part of an Offer.
3. invite any person or entity to lodge an Offer.
4. allow a Supplier to change its Offer.
5. consider, decline to consider, or accept (at Tetra Tech International Development's sole discretion) an Offer lodged other than in accordance with this Invitation.
6. seek further information from the Bidder regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Bidder or the Bidder's key personnel.
7. seek and evaluate relevant financial viability data concerning any Bidder's business and related entities including seeking any assistance from third party providers.
8. make enquiries of any person or entity to obtain information about any Bidder and its Offer (including but not limited to the referees).
9. 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 Bidder.
10. visit facilities operated by any Bidder, proposed subcontractors of any Bidder and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).
11. is not bound to accept the lowest priced, highest technical or any Offer.

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 Bidders and continue evaluating Offers from those short-listed Bidders. Tetra Tech International Development is not at any time required to notify the Bidder 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:

1. enter into negotiations with the Bidder or any other supplier (including parallel negotiations with more than one Bidder) 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.
2. re-evaluate Offers generally after any negotiation.
3. suspend, discontinue or terminate at any time negotiations with the Bidder or any supplier or any other person or organisation.
4. negotiate with the Bidder 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.

5. 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. seek best and final offers from all or some of the Bidders. Irrespective of Tetra Tech International Development's right to negotiate and/or seek a best and final offer, the Bidder 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 Bidder 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 an Offer, the Bidder 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 - Supplier Response Form.**

9 GLOSSARY

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

1. "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Tetra Tech International Development's Requirements.
2. "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged.
3. "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. "Contact Person" means the person nominated in the Reference Schedule authorised by Tetra Tech International Development to communicate with Suppliers about the Procurement Process.
5. "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules.
6. "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade.
7. "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1.
8. "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.

9. "Invitation" means this document inviting persons to lodge an Offer.
10. "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.
11. "Mandatory Criteria" means the criteria considered by Tetra Tech International Development to be critical and identified in the Reference Schedule.
12. "Offer" means the documents constituting an offer lodged by a Supplier to meet Tetra Tech's Requirement in accordance with this Invitation.
13. "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Bidder in relation to an Offer arising out of this Invitation
14. "Part" means a part of this Invitation.
15. "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 Coffey) or upon the earlier termination of the process.
16. "Reference Schedule" means the reference schedule in Part A of this Invitation.
17. "Vientiane Time" means the time applicable to Lao PDR, as defined at <https://www.timeanddate.com/worldclock>
18. "Specification" means the information about Tetra Tech International Development's Requirement described in Part B.
19. "Supplier" or "Bidder" means any person or organisation responding to this Invitation by lodging an Offer.