

TO TATOU VAI LTD



For

Cook Islands Government



TERMS OF REFERENCE:

FOR

SUPPLY OF WATER TREATMENT CHEMICALS

(INTERNATIONAL)

INVITATION

FOR

EXPRESSION OF INTEREST

May 2019

Background

To Tatou Vai Ltd (TTV) is a State Owned Enterprise wholly owned by the Cook Islands Government. Its role is to provide safe drinking water to the Rarotonga community.

1. INFORMATION FOR APPLICANTS

1.1 Context

TTV has the responsibility of operating ten (10) new water treatment plants currently being built under the Cook Islands Government (CIG) Te Mato Vai (TMV) project on Rarotonga. Progressive commissioning and handover of these 10 plants is expected from July 2019 and for the remainder of the calendar year, with full operation expected to be achieved in 2020.

Each plant uses surface waters (from rivers or streams) and is similarly designed and configured to include a coagulation/flocculation and settling stage, followed by rapid gravity sand filtration (via Auto Valveless Gravity or AVG filters), then disinfection and storage before discharge into supply.

Total anticipated daily production of treated water into supply ranges between 7 and 10 million litres per day.

Water treatment chemicals are required for routine and continuous addition for (1) coagulation, and (2) disinfection of the treated water. An initial 'one-off' supply of these chemicals has been secured for operation under the TMV project prior to handover.

1.2 The Works and the Contract

This Expression of Interest (EOI) process invites experienced suppliers to express interest in bidding for the supply of water treatment chemicals to TTV. (Parties who respond to this EOI are subsequently referred to as 'Applicant'.

The **Works** are for the supply of **Materials** involving the following:

(i) Supply to Rarotonga of water treatment chemicals including:

- A. Poly Aluminium Chloride (granulated, solid form, bagged, preferred);
- B. Calcium Hypochlorite (granulated, solid form, sealed and drum packed preferred);

(Note: Alternatives to the above may be offered – see Section 1.7 below.)

(ii) The manufacture and shipment of the above (and other as offered or agreed) water treatment chemicals; including all product warranties, storage, shipping and handling requirements and recommendations, insurances; and allowance for full compliance with relevant country customs and inwards goods processing regulations and requirements.

(iii) Quantities required are indicative only at this stage, represented as an annualised total as below:

- A. Poly Aluminum Chloride: 75 ~100 Tonnes
- B. Calcium Hypochlorite: 8 ~ 10 Tonnes

1.3 Form of Contract

At the time this EOI is published or otherwise issued to the Applicant, To Tatou Vai (**Principal**) intends that a bespoke supply contract form will be used. A Request For Tender (RFT) will be issued to those successful Applicants selected from the EOI process. A minimum of three (3) tenderers is desired and sought through this EOI.

1.4 Timeframe

The Principal anticipates that the award date for the contract will be by **1 July 2019** with **Initial Term** of One (1) year.

1.5 Estimated Value of the Works

The Principal has estimated the value of the works at between \$NZD 350,000.00 and \$NZD 500,000.00.

1.6 Tender Administrator

Brent Manning as Chief Executive Officer of To Tatou Vai (**Tender Administrator**) will administer the Invitation to Register Interest and the EOI process on behalf of the **Principal**.

(a) The Applicant must direct all queries and requests for technical information or related questions to:

Brent Manning, Chief Executive Officer, To Tatou Vai Ltd

Telephone: +682 54479

International: +682 24479

Email: brent.manning@cookislands.gov.ck

(b) The Applicant must direct all questions related to this Invitation or the EOI process to the Tender Administrator.

1.7 Alternatives

The Principal prefers the chemicals in Section 1.2 (the “preferred option”) as selected in the design stage for TMV, however is open to the submission of alternatives in respect of chemicals for the above 2 purposes (as covered in Section 1.1) in respect of;

- Product type
- Form (whether as a solid and in powder form for example, or supplied as a liquid solution)
- Method of supply and delivery (for example if local manufacture and/or production was to be offered)
- Term and tenure of offer (the Applicant may for example offer terms for an extended supply beyond 2020)

Provided that for all alternatives offered, the minimum requirements for treatment efficacy, handling and safety can be met. Cost and value (for the alternative when compared to the preferred option) will also be a significant consideration, particularly if the Applicant can demonstrate significant advantages for the Principal through the use of the alternative when compared to the current preferred option.

2. SELECTION PROCESS AND EVALUATION CRITERIA

This is the first phase of a two phase selection process. The Principal will invite up to 3 shortlisted Applicants to lodge a tender for the works, through a second stage RFT process.

Applicants are requested to provide a clear and succinct statement of their capabilities in the response to the EOI.

Subject to the EOI process, the Principal:

(a) will, in considering a EOI, apply the following evaluation criteria:

- (i) **Demonstrated capacity to supply and reliability (40% weighting).** The extent to which the Applicant has detailed that it has the availability, capacity and capability to perform the Works and otherwise meet its obligations under the Contract if it is the successful tenderer;
- (ii) **Preliminary Proposal (30% weighting)** The extent to which the Applicant has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Works, and otherwise meeting its obligations under the Contract if it is the successful tenderer, including in respect of the following particular concerns:
 - A. its approach to managing the logistical requirements associated with the importation of material (where required), including the management of timeframes for the shipping and delivery of any such material and exchange rates;
 - B. confirmation of sources of materials required where those materials are not locally available;
 - C. its approach to ensuring the local industry has been afforded reasonable opportunity to participate in carrying out all or part of the works;
 - D. its approach to managing the potential impacts of extreme and/or inclement weather conditions on the delivery of the works, including its approach to monitoring local weather conditions;
 - E. regular communication with the Principal to ensure ‘no surprises’;

- F. its approach to hazard management;
 - G. its approach to the **manufacture** of the materials to ensure delivery in a timely manner, at a suitable price and of the standard required under the Contract, including meeting any manufacturer's requirements re product handling. This element shall also include an assurance that the products sourced are being manufactured in a safe and ethical manner, according to relevant observed International Law.
- (iii) **Track record (30% weighting).** The extent to which the Applicant has demonstrated that it has the relevant experience and ability through previous works undertaken, to consistently deliver the works in a safe manner, and otherwise meet its obligations under the Contract.
- (b) may, for the purposes of assessing whether or not the Applicant has the necessary financial viability to perform the Contractor's Activities, achieve Completion of the works and otherwise meets its obligations under the Contract if it is the successful tenderer in its absolute discretion:
- (i) obtain and take into account information from its own knowledge, enquiries and investigations, including from referees on prior or current projects on which an Applicant may have been involved (whether or not nominated by the Applicant in its EOI) and in connection with any other Cook Islands Government project;
 - (ii) take into account any information lodged or likely to be lodged by the Applicant in any EOI process, tender process or similar procurement process in connection with this project or any other Cook Islands Government project;
 - (iii) without limiting any other right or remedy of the Principal (under this EOI process or otherwise at law or in equity), decide not to evaluate an EOI (or continue to evaluate an EOI) if the Applicant has failed to comply with any of its obligations in this EOI process or has otherwise acted inconsistently with the EOI process; and
 - (iv) require the Applicant to provide the following information by a time and date specified in a notice to be issued by the Tender Administrator:
 - A. a duly executed solvency statement in the form attached to the Tender Administrator's notice provided under this paragraph;
 - B. if the Applicant is a company and forms part of a corporate group, details of the structure of the corporate group, including whether or not there are any deeds of cross-guarantee in place;
 - C. details of any pending, threatened or actual litigation, arbitration or other forms of dispute resolution involving the Applicant;
 - D. details of all securities provided by the Applicant (including details of the type of security, the issuer of the security, details as to whom the security has been provided, the assets secured and the amounts secured); and
 - E. any additional financial information or documents specified in the notice, for the purposes of assessing whether or not the Applicant has the necessary financial viability to perform the Contractor's Activities, achieve Completion of the works and otherwise meet its obligations under the Contract if it is the successful tenderer;
- (c) On completion of the EOI (the first phase), scoring from the EOI will not be carried forward to the RFT (the second phase) for the successful Applicants
- (d) in relation to the RFT (the second phase of the selection process) may:
- (i) specify minimum form and content requirements for that tender including:
 - A. a 60 day tender validity period; and
 - B. the acceptance (without departure, qualification, amendment, limitation or exclusion) of the proposed contract;
 - (ii) and will apply the following evaluation criteria:

- A. **quality of products offered and details of supply methodology (30% weighting).** The extent to which the shortlisted Applicant has demonstrated that it has the track record, capability, and logistical arrangements to consistently and reliably supply the works to appropriate industry recognised standards and condition, as applicable to the intended purpose for the materials;
- B. **occupational safety and health(OSH) (10% weighting).** The extent to which the shortlisted Applicant has taken into account relevant OSH considerations, understands related hazards and is able to eliminate or mitigate the risks arising from the hazards; including reducing the exposure to the Principal
- E. **commercial position (no weighting, the tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the shortlisted Applicant has demonstrated that it has a satisfactory commercial position in respect of the Contract, the works and the Contractor's Activities, which may include (in the Principal's absolute discretion):
 - 1) insurance details;
 - 2) miscellaneous Contract Particulars;
 - 3) commercial-in-confidence information;
 - 4) financial standing;
- F. **contract price (60% weighting), the tender will be evaluated against other conforming bids received, evaluated using the Principal's estimate as the baseline).** The extent to which the shortlisted Applicant has demonstrated that its contract price, when considered in conjunction with all other evaluation criteria and all other information taken into account, constitutes value for money; and scored against the baseline.
- G. **alternative proposals (no weighting, tender will be evaluated with reference to whether value for money has been demonstrated)** (if applicable, in the Principal's absolute discretion. The extent to which the shortlisted Applicant has demonstrated greater value for money in any alternative proposals submitted.

The evaluation criteria and corresponding weightings for each evaluation criteria, as well as the minimum form and content requirements and Contract Conditions, for the second phase of this two-phase selection process will be set out in the RFT documentation to be issued to the shortlisted Applicants in that second phase. The Principal reserves the right to amend the detail in the RFT which may differ from those above, before issue of the RFT documents.

3. EXPRESSION OF INTEREST (EOI)

3.1 Closing Date and Time

- (a) To lodge a conforming EOI the EOI must be lodged:
 - (i) **electronically** by email to the **Tender Administrator**; and
 - (ii) **before 4.00pm, Friday 31 May, Cook Islands Standard Time (UTC-10.00, Hawaii).**
- (b) The Applicant acknowledges that neither the Principal nor the Applicant intends to create any contract or other relationship under which the Principal is legally obliged to conduct the EOI process in any manner or tender the Contractor's Activities and the works or enter into a contract on the basis set out in this Invitation to Register Interest or any other basis and that there is in fact no such contract or other relationship in existence.

3.2 Non-Conforming EOI

The Applicant acknowledges that it is responsible for lodging its EOI in accordance with clause 3.1(a) and managing all surrounding risks. If the EOI is not lodged in accordance with clause 3.1(a), the EOI will be non-conforming and will not be evaluated, unless the reason it was not lodged in accordance with clause 3.1(a) was solely due to mishandling by the Principal.

3.3 Administrative Arrangements

- (a) The Applicant is requested to:
- (i) provide the information requested in the EOI Form and Schedules A, B & C attached. The Applicant should use the forms supplied but is welcome to supply such additional information as it considers appropriate. However, the EOI should not exceed 12 pages in total;
 - (ii) ensure that all contents are clear, legible and readable by using appropriate print colours and font sizes (equivalent to at least Arial 10 point or Times New Roman 11 point);
 - (iii) ensure that the submission is in PDF format and does not exceed 12 pages in total (including cover page);
 - (iv) ensure that all alterations and erasures are clearly and legibly stated, identified and initialled by the Applicant (if applicable),
 - (v) unless otherwise specified, express measurements in metric legal limits of measurement;

Note: The information provided will be treated in strict Confidence between the Applicant and Principal, and shall only be used for the purpose of evaluation according to this EOI and the RFT (if the Applicant is selected for the second stage).

4. QUESTIONS, AMENDMENTS TO INVITATION TO REGISTER INTEREST AND INFORMATION DOCUMENTS

- (a) If the Applicant finds any discrepancy, ambiguity, error or omission in the EOI or has any question or wishes to make any enquiry regarding the EOI process, it must notify the Tender Administrator by email no later than Three (3) days prior to the **Closing Date and Time**. Subject to the Cook Islands Government Procurement Rules, neither the Principal nor the Tender Administrator is obliged to respond to all such notices, questions or enquiries. The Principal may (in its absolute discretion) respond to such notices, questions or enquiries in the form of addenda under paragraph (b) or as an information document under paragraph (c).
- (b) The Principal may (in its absolute discretion) amend the **EOI** at any time prior to the **Closing Date and Time**. All amendments to the **EOI** will be in the form of addenda issued electronically. All addenda issued under this paragraph (b) will become part of the **EOI**.
- (c) The Principal may (in its absolute discretion) publish a document expressly stated to be an "**Information Document**" at any time prior to the **Closing Date and Time** and to be published or issued by the Tender Administrator by email or post as indicated in the information document. All information documents under this paragraph (c) are provided for the "information only" of the Applicant. No information document under this paragraph (c) will become part of the **EOI**.
- (d) The Applicant acknowledges that:
- (i) it will not in any way rely upon:
 - A. the information documents; or
 - B. the relevance, completeness, accuracy or adequacy of the information documents, for the purposes of preparing its EOI, and if it is invited to lodge a tender for the Contractor's Activities and the works, preparing, amending or negotiating its tender or entry into any contract with the Principal;
 - (ii) it will prepare its EOI, and if it is invited to lodge a tender for the Contractor's Activities and the works, its tender and enter into any contract with the Principal based on its own investigations, interpretations, deductions, information and determinations;
 - (iii) neither the Principal, the Tender Administrator nor anyone on the Principal's behalf, warrants, guarantees or makes any representation about:
 - A. the relevance, completeness, accuracy or adequacy of the information documents; or

- B. whether or not any other information exists;
 - (iv) the Principal does not owe any duty of care to the Applicant with respect to the information documents; and
 - (v) to the extent permitted by law, the Principal will not be liable upon any claim by the Applicant arising out of or in any way in connection with the information documents.
- (e) In the event of a discrepancy between a communication by email and a communication by post, the communication by post will prevail.

5. NOTIFICATION AND DEBRIEF

- (a) If the Applicant:
- (i) did not lodge a conforming EOI, the Principal will notify the Applicant by email or post and no debrief will be provided; or
 - (ii) did lodge a conforming EOI, the Principal will notify the Applicant by email or post if its EOI was successful or unsuccessful.
- (b) Within 14 days of receipt of **Notice** from the Principal under paragraph (a)(ii) above, the Applicant may notify the Tender Administrator by email that a debrief is requested.
- (c) If a request is made under paragraph (b):
- (i) the Principal will determine (at its absolute discretion) a suitable time and date for the debrief;
 - (ii) the debrief will take place by telephone call
 - (iii) the Principal will minute the debrief.
- (d) The purpose of the debrief is to discuss the reasons why the Applicant's EOI was successful or unsuccessful and neither the Principal nor the Tender Administrator is obliged to make any comparison with or provide any information about any other Applicant or EOI at the debrief.

6. COSTS AND CLAIMS

- (a) Without limiting any other provision of this EOI process, no payment will be made by the Principal to the Applicant or any other person or entity for any costs, expenses, losses or damages incurred or suffered by the Applicant or any other person or entity arising out of or in connection with preparing an EOI, the EOI process (including any industry briefing or a debrief) or any failure to comply with the EOI including where the EOI process is delayed or terminated.
- (b) The Applicant lodges its EOI and, if it is invited to lodge a tender for the Contractor's Activities and the works, its tender for the Contractor's Activities and the works on the basis that it releases the Principal from all claims (at law or in equity) in respect of any costs, expenses, losses or damages incurred or suffered by the Applicant or any other person or entity arising out of or in connection with preparing a EOI, the EOI process (including any industry briefing or a debrief or any delay or termination of the EOI process, or any failure to comply with the EOI.

7. JOINT BIDS

- (a) Joint Bids shall not be accepted.

8. CONFLICT OF INTEREST

- (a) The Applicant must not place itself, and must ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Principal and the Applicant during this **EOI** process.
- (b) If during this **EOI** process a conflict of interest arises, or appears likely to arise, the Applicant must immediately notify the Tender Administrator by email, providing details of such conflict of interest and the steps which the Applicant has taken (or will take) to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.

- (c) If a notice is given under paragraph (b), the Tender Administrator will notify the Applicant by email of any steps that the Principal requires the Applicant to take to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.

9. USE OF EOI DOCUMENTS

The Applicant acknowledges that:

- (a) its EOI and any other documents arising out of or in connection with this invitation to register interest process become the property of the Principal; and
- (b) subject to the Cook Islands Government Procurement Policy, the Principal may (in its absolute discretion) use, retain and copy the information contained in its EOI and any other documents arising out of or in connection with this EOI process for any purpose arising out of or in connection with:
 - (i) the evaluation and selection of applicants and tenderers;
 - (ii) the development and preparation of tender documents and any subsequent tender process conducted by the Principal in respect of the Contractor's Activities, and the Works;
 - (iii) verifying the accuracy, consistency and adequacy of information provided under any other EOI process, tender process or similar procurement process conducted by the Principal; or
 - (iv) the development and preparation of invitation to register interest documents, tender documents or similar documents and any subsequent invitation to register interest process, tender process or similar procurement process conducted by the Principal.

10. UNLAWFUL CONDUCT

Without limiting clause 2(b)(iii), the Principal may (in its absolute discretion) decide not to evaluate (or continue to evaluate) an EOI if the EOI has been prepared:

- (a) in breach of or otherwise inconsistently with any statutory requirement (including Cook Islands Government policy) regarding the offering of unlawful inducements in connection with the preparation of a EOI or during a EOI process; or
- (b) with the utilisation of information unlawfully obtained from the Principal.

11. INDUSTRY BRIEFING

- (a) The Principal will **not** conduct an industry briefing in relation to this EOI, the EOI process, the Contractor's Activities, the works and the project.

EOI FORM

TTV: SUPPLY OF WATER TREATMENT CHEMICALS

Full Company Name(s)	
Street address (not PO Box) and Postcode/City/Country	
Representative for the Applicant (Name and Appointment/position within Company)	
Email address	
Name of contact person	
Contact person - telephone (office/mobile)	

The Applicant is requested to provide:

- (a) an EOI Form, executed by a person or persons with full authority to bind the Applicant for the purposes of the EOI (and provide evidence of the full authority of the person or persons executing the EOI Form);
- (b) if the Applicant is:
 - (i) an individual, the full name and address of the individual;
 - (ii) a corporation, the full name of the corporation, the date and place of incorporation, the address of its registered office, and the address of its principal place of business;
 - (iii) a firm, the full name and address of the firm, and its principal place of business;
 - (iv) otherwise operating under any other arrangement, full details of the arrangement (including details of the principal parties and their principal place(s) of business).
- (c) full details concerning:
 - (i) organisational structure (including by way of a current organisational chart or diagram);
 - (ii) any trading or business name, if different from a registered name;
 - (iii) country of registration of the business (as applicable to this proposal)
 - (iv) preferred foreign currency for transactions:

Other details/information (if applicable).

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SCHEDULE A

DEMONSTRATED CAPACITY TO SUPPLY AND RELIABILITY

1. CURRENT COMMITMENTS

To assist the Applicant to demonstrate its ability to satisfy the evaluation criterion described under clause 2(a)(i) of this Expression of Interest and to assist the Principal in evaluating its EOI, the Applicant is requested to provide details of its current commitments (including those contracts for which tenders have been lodged but not yet accepted or rejected) in table format as set out below.

CURRENT CONTRACTS

SUPPLY AND LOCATION	CLIENT & CONTACT DETAILS	CONTRACT PRICE	CONTRACT PRICE REMAINING	START AND COMPLETION DATES	KEY PRODUCTS

The Applicant is also requested to provide a statement:

- (a) confirming that, in light of its current and potential future workload, it has the availability, capacity and ability to perform the Contractor's Activities, for the Term intended under the Contract, and otherwise meet its obligations under the Contract if it is the successful tenderer; and
- (b) identifying any matter, risk or thing of which it is aware or ought reasonably to be aware which may have a material effect on its availability, capacity and ability to perform the Contractor's Activities, achieve the Works and otherwise meet its obligations under the Contract if it is the successful tenderer:

The Applicant may lodge the information requested in this item 1 of Schedule A in landscape format. All information supplied is to be treated in strict confidence between the Applicant and the Tender Administrator and Evaluator for the Principal.

SCHEDULE B

PRELIMINARY PROPOSALS

2. PROPOSED RESOURCES (INCLUDING MATERIAL SUPPLIERS, SHIPPING AGENTS AND KEY PEOPLE)

To assist the Principal in evaluating its EOI, the Applicant is requested to provide details of its proposed resources for the Contractor's Activities and the works, including key people, suppliers or manufacturers, and shipping companies and agents (as applicable). Such details should be provided in table format as set out below.

ROLE AND ENTITY	NAME	MANUFACTURER	LOCATION	SHIPPING MEANS AND AGENCY	STATE-MENT	QUALIFICATIONS, ETC.
Product 1						
Product 2						
Product 3						
[APPLICANT TO INSERT ANY ALTERNATIVE SUPPLY]						

The Applicant is permitted to submit the information requested in this item in landscape format. The information provided by an Applicant in this Schedule is for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the works or the Contract.

SCHEDULE C

PREVIOUS PERFORMANCE

To assist the Applicant to demonstrate its ability to satisfy the evaluation criterion described within the EOI, and to assist the Principal in evaluating its EOI, the Applicant is requested to provide details of its previous performance as follows:

- (a) Up to three (3) relevant supply contracts completed or as current commitments in the 12 months prior to the Closing Date and Time; and
- (b) Detailed in table format as set out below.

RELEVANT SUPPLY CONTRACTS

DETAILS	[SUPPLY AND LOCATION]	[SUPPLY AND LOCATION]	[SUPPLY AND LOCATION]
CLIENT			
NATURE AND QUANTUM OF PRODUCT			
SOURCE OF MANUFACTURE			
CLIENT REFEREE - NAME AND CURRENT TELEPHONE NUMBER			
CONTRACT VALUE (ANNUAL)			
TERM OF CONTRACT/SUPPLY			
DETAILS OF OTHER INNOVATIONS AND VALUE ADDING			
DATE FOR COMPLETION (AGREED)			
DETAILS OF PROBLEMS AND SOLUTIONS WHICH RESOLVED PROBLEMS			
DETAILS OF NON-COMPLIANCE/S AND RECTIFICATION OF SAME			
DETAILS OF ANY DISPUTES BY EITHER PARTY OVER \$100,000 (NZD)			

The Applicant should note that the Principal may (in its absolute discretion) decide not to evaluate any material provided in excess of the number or value of projects specified above. The Applicant may lodge the information requested in this Schedule in landscape format.