

Request for Tender

Princess Anne Hall and BCI Stadium Embankment Bathroom Upgrades

Reference No. C38/14

Tender ID# 141507

Date of Release: 29 September 2014

Cook Islands Investment Corporation

All queries regarding this Request for Tender should be directed to:

Contact Officer

eusenio.fatialofa@cookislands.gov.ck

TENDER CLOSING TIME: 4:00 pm (CI Time)

Monday 13 October 2014



Glossary and Definitions

TERM	EXPLANATION
RFT	Request for Tender
Tender Team	The team that is responsible for the management of this Tender, including the evaluation and administrative functions
Tender Evaluation Committee (TEC)	The Committee that will be established specifically to evaluate this Tender
Principal	Cook Islands Investment Corporation is the Principal to this RFT and Contract.
CIIC	Cook Islands Investment Corporation
MFEM	Ministry of Finance and Economic Management
Manual	The Cook Islands Government Financial Policies and Procedures manual

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Introduction

Summary of Requirement

1. Through this RFT, the Cook Islands Investment Corporation (the 'Principal') intends to improve bathroom facilities at the Princess Anne Hall and BCI Stadium Embankment Toilets.
2. This RFT will identify Tenderers that are able to complete the contract works (the 'Works') set out in Appendix B.
3. Tenderers should note that the requirements relating to lodgement and content of responses to this RFT as set out in paragraphs 7 to 11 and Appendix A are mandatory. The Principal will set aside any Tender that fails to comply with one or more of these requirements.
4. Tenderers should ensure they are registered and have downloaded or received all files for this RFT including all prospective notices.
5. Tenders are invited from suppliers offering to complete the Works on a fixed-price contract basis.
6. Tenders will be evaluated according to the process set out in Appendix D of this RFT.

Submission of Tender

7. Tenders shall be submitted in hard copy format in a sealed envelope, and must contain:
 - A1 Tender Form
 - A2 Schedule of Prices
 - A3 Track Record
 - A4 Details of Design Engineer and Site Supervisor
 - A5 Proposed Subcontractors
 - A6 Referees
 - A7 Preliminary Delivery Programme
 - Copy of Company Certificate of Incorporation
8. The envelope must be labelled "CONFIDENTIAL" and have the following information clearly exhibited on the outside:

<u>TO:</u>	Chief Executive Officer Cook Islands Investment Corporation RAROTONGA
<u>FROM:</u>	(Name of Tenderer) (Tenderers address 1) (Tenderers address 2) (Tenderers address 3)
<u>TENDER FOR:</u>	<u>C38/14 Princess Anne Hall and BCI Stadium Embankment Bathroom Upgrades</u>
<u>TENDER CLOSES:</u>	4.00PM, Monday 13 October 2014

9. Tenders must be placed in the Tender Box by the due date. Failure to do so will result in the tender being disqualified.
10. Form of Tender is specified in Appendix A.
11. Telefax and electronic tenders will not be accepted.

Tender Closing Time

12. Tenders close at 3.00pm on Monday 13 October 2014.
13. The Tender Box is located at Cook Islands Investment Corporation, Level 1, MFEM Building, Avarua, Rarotonga, Cook Islands.
14. The Tenderer is responsible for ensuring their Tender is placed in the Tender Box by the closing time.
15. Late tenders will not be accepted.

Contact Officer

16. Any enquiries in relation to this RFT should be by email to the Contact Officer:
 Person: Eusenio Fatialofa
 Telephone: (+682) 29391
 Email: eusenio.fatialofa@cookislands.gov.ck

Further information or clarifications

17. Any further information or clarification required by a Tenderer in relation to this RFT must be directed to the Contact Officer.
18. The Contact Officer may respond to enquiries received before the Enquiry Cut-Off Time (see Table 1) and may not respond to enquiries received after the relevant Enquiry Cut-Off Time.
19. The request and the response to any such request shall be given in writing and shall be circulated by sequentially numbered notices to registered Tenderers. Where the Principal considers that the competitive advantage of individual Tenderers may be compromised by distribution of responses to requests for information and/or clarification to all Tenderers, the Principal reserves the right to issue a response only to that Tenderer. Any additional information relating to this RFT will be uploaded to www.procurement.gov.ck

Key Dates

Table 1: Approximate Dates for this Request for Tender

Details	Date
Request for Tenders issued	8.00am Monday 29 September 2014
RFT Enquiry Cut-Office Time	4.00pm Wednesday 8 October 2014
Tenders close	3.00pm Monday 13 October 2014
Tender evaluation complete	27 October 2014
Supplier engaged and contract works commencement	3 November 2014

Contract works practical completion	26 January 2015
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Selection Process

- 20. All tenders deposited in the Tender Box by the Closing Time will be considered. Tenders submitted in the form specified in Appendix A to this RFT will then proceed to the evaluation stage.
- 21. Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Appendix D. Failure to comply with the Standard Conditions will result in immediate exclusion from the Evaluation process.

Notification of Acceptance

- 22. Tenders shall remain open for acceptance and shall not be withdrawn for a period of sixty (60) working days from the Closing Date of the tender.
- 23. Unsuccessful Tenderers shall be notified in writing by the Principal or their representative within ten (10) working days of acceptance of the successful tender.
- 24. If no tender is accepted by the Principal within sixty (60) working days after the Closing Date, each Tenderer will be notified in writing by the Principal or their representative whether their tender is still under consideration or is no longer being considered.
- 25. The Principal reserves the right to contact referees regarding the performance of the Tenderer as it may pertain to this RFT.
- 26. The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.
- 27. When the preferred Tenderer has been identified, the Principal will invite the Tenderer to enter into negotiations based on the draft contract at Appendix C to this RFT. Only when the parties have agreed to the terms of the contract and executed the contract will the Principal issue to the successful Tenderer a Letter of Acceptance.
- 28. Tenderers will not be entitled to see evaluation documents and no provision for appeal will be provided. Requests for further information leading to the cause of the decision will not be entertained.
- 29. If no tender has been accepted within the period stated, the Principal will notify the Tenderers that no tender was accepted and may:
 - 1. Invite all Tenderers to provide additional information; and/or
 - 2. Re-advertise the project extending the closing date of the tender. Tenderers may either re-tender or provide additional information to support their existing tender already received by the Principal.

Probity

- 30. No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: Tenderers or potential Tenderers, tender team members, evaluation team members, the Chief Executive Officer, CIIC Board of Directors, or any other member or organisation that may have an involvement with any aspect of the tender process.

Statement of Requirements

31. The specification of Works is described in Appendix B.
32. To enable the Works to be completed, Tenders must include provisions for the Tenderer, in the Tender Price to :
 - a. Produce detailed design drawings for the BCI Stadium Embankment works, for consideration and approval.
 - b. Provide all technical and administrative resources required to successfully complete the Works according to the approved design drawings and specifications in Appendix B.
 - c. Assess and, if successful, acquire all materials.
 - d. Arrange and pay for delivery of all materials to the site.
 - e. Supply all water, fuels and lubricants (if required).
 - f. Provide all tools, equipment, plant and labour, including plant hire and operators.
 - g. Arrange and pay all costs, whether direct or indirect, in respect of travel, accommodation, meals, daily allowances wages and/or salaries for the Tenderer and Tenderer's employees, agents and/or sub-contractors.
 - h. Provide weekly progress reports to the Principal on work completed and work yet to be completed.
 - i. Produce as-built drawings, maintenance and renewal programmes, and warranties and guarantees on completion.
33. The Works must be practically complete before the beginning of the new school year 26 January 2015 of being awarded the contract.
 - a. Princess Anne Hall- Tenderer to provide construction timelines.
 - b. BCI Stadium Embankment Toilet- Tenderer to provide construction timelines.
34. The Tenderer must inspect the Site and find out about Site conditions including effects of adjoining properties. The Tenderer must allow in the tender for all conditions on the Site which an experienced Contractor would reasonably foresee at the time of tendering.
35. The Principal will provide access to the Site for inspection on appointment and prior arrangement with the Contact Officer.
36. The Tenderer must tender to complete the whole of the Contract Works specified in Appendix B and according to the conditions set out in Appendix C.

Conditions of Tendering

Standard Conditions

37. Tenders must be completed in the format contained in Appendix A of this RFT. If Tenders do not comply with this format, they will not be accepted.
38. Tenders must be deposited in the Tender Box by the closing time as specified in clause 11 of this RFT.

39. All proposals and related documentation in respect of this RFT must be in the English language.
40. Tenders must be presented in hard copy formats only and delivered in sealed envelopes to the location specified in clause 12 of this RFT. Telefax and electronic proposals will not be accepted.
41. Any foreign companies intending to submit a Tender must seek approval from the Business Trade and Investment Board (BTIB) before submitting a Tender. Any fees associated with the application and registration process are to be covered by the Tenderer.

Special Conditions

Registration of Tenderers

42. Prospective Tenderers must register their interest to participate in this RFT by emailing the Contact Officer. Only Tenderers who have emailed the Contact Officer and have received an acknowledgement of receipt will receive notices as and when they are issued.

Information Supplied by Tenderer

43. The Principal may ask Tenderers to provide additional information during tender evaluations. The Tenderer must supply that information in the form and within the time stated in the Principal's request.
44. The Principal may contact Tenderers' referees, competitors, or customers to enquire on the performance of the Tenderers', and/or make any other enquiries about the Tenderers' that the Principal may deem necessary.
45. Tenderers can provide additional documents/information to support their application.
46. The Principal reserves the right to require further clarification on any information or pricing supplied with any tender.

Return of Tender Documents

47. The Tenderer is required to pay a refundable fee of NZ\$50.00 on collection of a printed copy of the Request for Tender documents. The Tenderer must return the RFT documents to the Principal within 5 Working Days of being notified that the tender was unsuccessful. If the Tenderer does not return the tender documents in good order, (fair wear and tear excepted) the Tenderer will not be refunded the NZ\$50.00 fee paid to the Principal.
48. There is no fee charged for RFT documents obtained electronically from the Cook Islands Investment Corporation or from the Cook Islands Government procurement website (www.procurement.gov.ck). Tenderers obtaining electronic copies must ensure they are registered in accordance with clause 42.

Negotiations

49. Negotiations will not take place during the advertising or evaluation stages.
50. The Principal may enter into post offer negotiations with the preferred Tenderer(s) before a letter of acceptance is issued.

Repudiation of Contract

51. If the Tender is accepted and before taking possession of the Site, the Tenderer withdraws from the Contract or does not sign it within 10 Working Days of the Principal asking the Tenderer to do so, the Principal will regard the Contract as having ended.

Proposed Delivery Programme and Methodology

52. Each Tenderer is required to submit, on placement of their tender, a proposed methodology/programme of works outlining how the works would be executed, including special tasks, targets and timelines, and make a provision for the possibility of time extensions.

53. The format for the Delivery Programme to be submitted by Tenderers is provided in Appendix A.

Warranties and guarantees

54. Unless otherwise agreed in writing, the Tenderer shall tender to provide the minimum warranties and guarantees as set out below:

- a. Durability* **50 years**
- b. Metal roofing- materials and workmanship* **10 years**
- c. Plumbing fittings and water tightness* **5 years**
- d. All other elements* **5 years**

Contractor’s Design Responsibilities

55. The scope of the design services to be provided by the Contractor shall include all necessary investigation, design calculations, detailed drawings, BRANZ certificates or approved alternatives, specification of materials and workmanship.

56. The Contractor shall undertake the design of the Contract Works and prepare the design documentation with all reasonable skill, care and diligence, and in accordance with good professional standards and practice.

57. The Contractor shall carry out all such investigations as it considers necessary and shall be deemed to have allowed in the Contract Price for all matters concerning the Site, its dimensions and its surroundings including but not limited to the physical conditions, any existing structures and utilities, access, services, requirements of all relevant authorities and actual or potential restrictions on or arising out of the condition of the Site or execution of the Contract Works.

APPENDICES

APPENDIX A FORM OF TENDER

Instructions

- a. Tenderers must complete and submit all of the forms in the formats provided in this Appendix.
- b. Tenderers who fail to comply with the requirements in a. and b. above will be deemed non-compliant and be excluded from the evaluation process.
- c. Tenderers should note that the requirements relating to lodgement of responses to this RFT as set out in clauses 7 to 13 are mandatory.

A1 Tender Form

To : The Principal
Cook Islands Investment Corporation
PO Box 51
Avarua
RAROTONGA

Tender for: C38/14 Princess Anne Hall and BCI Stadium Embankment Bathroom Upgrades

Contractor: _____

I/we, the undersigned, having examined the Request for Tender Documents, hereby offer to carry out the whole of the Contract Works for a Lump Sum Price of:

Amount (A2)	\$ _____
VAT	\$ _____
Total Including VAT	\$ _____

I/We will achieve practical completion in _____ weeks/working days from the date of possession of the site.

I/We acknowledge receipt of notices to Tenderers numbered _____ to _____ and have allowed for these notices in our tender submission.

I/We have assessed the site and found out about the site conditions including effects of adjoining properties, and from other site operations, and have allowed for all conditions I/we, as an experienced contractor, foresee at the time of tendering.

I/We agree to abide by this Tender for a period of sixty (60) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.

Unless and until a Contract Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We understand that no contract shall come into existence, and no legal or other obligations shall arise between us and you (or between us and any other agent of the Principal) in relation to the conduct, outcome or otherwise of the Tender process, prior to and apart from your acceptance of our Tender.

I/We understand that you may contact the referees nominated by us in this offer and make whatever enquiries you deem necessary regarding our financial health and ability to deliver the Contract Works.

The following information as required by this RFT is provided with this form:

- A2 Schedule of Prices
 - A3 Track Record
 - A4 Details of Design Engineer and Site Supervisor
 - A5 Proposed Subcontractors
 - A6 Referees
 - A7 Preliminary Delivery Programme
 - Copy of Company Certificate of Incorporation
-

.....
Name of Tenderer (Print)

.....
Signature of person duly authorized to sign tenders on behalf of the Tenderer

.....
Position (capacity of Signatory)

.....
Service Address of Tenderer (Physical Address, not Postal Address)

.....
Telephone No Facsimile No Mobile No

.....
Email Address

.....
Signature of Witness of Tenderer

A2 Schedule of Prices

Area (refer to B3 Scope of Works)	Amount exclusive of VAT (NZD)
1. Design, Review and Permitting (includes full investigations, design draft and final reports, and all permits)	\$
2. Princess Anne Hall Bathroom Upgrades	\$
3. BCI Stadium Embankment Toilet Upgrades	\$
4. Reinstatement and Handover (includes reinstating and clearing grounds and work site, and handover of as-built drawings, warranties and guarantees)	\$
Amount (to A1 Tender Form)	\$

A3 Track Record

Project	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

Project	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

Project	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

Project	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

Project	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

A4 Details of Design Engineer and Site Supervisor

Position	Design and Project Engineer
Name	
Number of years employed by or attached to Tenderer	
Previous work undertaken that best illustrates capability to handle their role in this project:	Role: Year: Tasks performed:
	Role: Year: Tasks performed:
	Role: Year: Tasks performed:
	Role: Year: Tasks performed:

Position	Site Supervisor
Name	
Number of years employed by or attached to Tenderer	
Previous work undertaken that best illustrates capability to handle their role in this project:	Role: Year: Tasks performed:
	Role: Year: Tasks performed:
	Role: Year: Tasks performed:
	Role: Year: Tasks performed:

A5 Proposed Subcontractors

Company/Trading Name	
Activities to be undertaken	
Subcontractors past experience most similar to the proposed activities	Year: Client: Activities:
	Year: Client: Activities:
	Year: Client: Activities:

Company/Trading Name	
Activities to be undertaken	
Subcontractors past experience most similar to the proposed activities	Year: Client: Activities:
	Year: Client: Activities:
	Year: Client: Activities:

(Copy table for additional subcontractors)

A6 Referees

The CIIC will consider relevant references from at least two (2) sources including satisfied Clients. Please provide address and contact details of companies/individuals to be contacted.

Client	
Address	
Contact person	
Contact ph	
Email address	
Summary of Client relationship / product and services	

Client	
Address	
Contact person	
Contact ph	
Email address	
Summary of Client relationship / product and services	

Client	
Address	
Contact person	
Contact ph	
Email address	
Summary of Client relationship / product and services	

A7 Preliminary Delivery Programme

Details	Duration	Proposed Start Date	Proposed Completion Date
Contract signed	1 day		
Produce design drawings			
Obtain Permits	1 day		
Princess Anne Hall Toilet and Shower Upgrades			12 January 2014
BCI Stadium Embankment Toilet Upgrades			12 January 2014
Produce and submit as-built drawings, maintenance and renewal plan, warranties and guarantees			
Defects Liability Period	12 months		

APPENDIX B SPECIFICATIONS OF WORKS

B1 Overview of Requirements

Through this RFT the Cook Islands Investment Corporation (the Principal) intends to improve access to better bathroom facilities primarily for Tereora College students and staff.

The Principal has identified critical areas to be addressed immediately and through this RFT, namely:

- Refurbishment of the Princess Anne Hall toilets and showers, and
- Extension and refurbishment of the BCI Stadium Embankment Toilets.

Ideally this work will be undertaken and completed to enable the facilities to be used by the College before the start of the 2015 school year, with minimal disruptions to school and stadium operations.

To enable the Works to be completed, Tenders must include provisions for the Tenderer, in the Tender Price to:

- a. Produce detailed design drawings for the BCI Stadium Embankment toilet works, for consideration and approval.
- b. Provide all technical and administrative resources required to successfully complete the Works according to the approved design drawings and specifications in this Appendix.
- c. Assess and, if successful, acquire all materials.
- d. Arrange and pay for delivery of all materials to the site.
- e. Supply all water, fuels and lubricants (if required).
- f. Provide all tools, equipment, plant and labour, including plant hire and operators.
- g. Arrange and pay all costs, whether direct or indirect, in respect of travel, accommodation, meals, daily allowances wages and/or salaries for the Tenderer and Tenderer's employees, agents and/or sub-contractors.
- h. Provide weekly progress reports to the Principal on work completed and work yet to be completed.
- i. Produce as-built drawings, maintenance and renewal programmes, and warranties and guarantees on completion.



B2 Scope of Works

Tenderers must allow for all of the following work.

1. BCI Stadium Embankment Bathroom Upgrade – refer to Concept Drawings No 01-08

Design:

- a. Produce full project design reports for BCI Stadium Embankment Upgrades to the Principal for consideration and approval. The design report will include design calculations, detailed drawings, BRANZ certificates or approved alternatives relating to durability, specifications of materials and workmanship. In the absence of a BRANZ certification reference should be made to relevant New Zealand, Australia and other International Standards where products have been tested and certified.
- b. Produce final project design document for construction permit applications.

BCI Stadium toilet blocks site preparation and demolition:

- c. Prepare site, working area and off-limits zones, and temporary service lines.
- d. Partial demolition of existing BCI Toilet block with removal of existing roof, ceiling, internal walls, toilet partitions, electrical and plumbing fixtures, louver frames.
- e. Removal of external fence line, trees and shrubs within construction site.

BCI Stadium toilet upgrade construction:

- f. Construct concrete foundation, floor, disability landing and ramps.
- g. Erect external walls, roof and exterior privacy screen (allow for natural lighting for some roof sections).
- h. Erect internal toilet partitions, ceiling and privacy walls (water, impact, graffiti resistant and durable products).

- i. Lay flooring tiles to all interior floor surfaces. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- j. Lay wall tiles to all interior wall surfaces to a height of two (2) meters. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- k. Paint exterior and interior exposed surfaces.
- l. Construct and install hand basin unit.
- m. Install all windows, doors and security gates.
- n. Install toilets, hand basins, hand sanitizer and mirror. Tenderers to supply materials and allow for preparation work and labour for installation work.
- o. Install electrical wiring, lights, hand dryer unit. Tenderers to supply materials and labour.
- p. Connect and liven plumbing, drainage, water and electrical services.

BCI Stadium toilet blocks reinstatement and handover:

- q. Reinstatement surrounds and clear all debris and excess building materials.
- r. Decommission work site.
- s. Produce and submit to the Principal as-built drawings, maintenance and renewals programme, warranties and guarantees.

2. Princess Anne Hall Bathroom Upgrade- refer to Concept Drawing No 01-

Tereora College's Princess Anne Hall amenity improvements- site preparation and demolition:

- a. Prepare site, working area and off-limits zones, and temporary service lines.
- b. Demolition of existing Princess Anne Hall toilets (Male and female hall and stage toilets). Remove of existing ceiling, internal toilet partitions, electrical and plumbing fixtures, louver frames.
- c. Removal of existing tile flooring and timber damaged flooring.

Tereora College's Princess Anne Hall toilet construction- Male hall toilets

- d. Lay flooring tiles to all interior floor surfaces. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- e. Lay wall tile to all interior wall surfaces to a height of two (2) meters. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- f. Erect internal toilet partitions, ceiling and privacy walls (water, impact, graffiti resistant and durable products). Tenderers to supply materials and labour for installation work.
- g. Construct and install hand basin unit. Tenderers to supply materials and labour for installation work.
- h. Install all windows, entry cavity doors. Tenderers to supply materials and labour for installation work.
- i. Install toilets, hand basins, hand sanitizer and mirror. Tenderers to supply materials and allow for preparation work and labour for installation work.

- j. Install electrical wiring, lights, hand dryer unit. Tenderers to supply materials and allow for preparation work and labour for installation work.
- k. Connect and liven plumbing, drainage, water and electrical services.

Female hall toilets

- l. Lay flooring tiles to all interior floor surfaces. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- m. Lay wall tiles to all interior wall surfaces to a height of two (2) meters. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- n. Erect internal toilet partitions, ceiling and privacy walls (water, impact, graffiti resistant and durable products). Tenderers to supply materials and allow for preparation work and labour for installation work.
- o. Construct and install hand basin unit. Tenderers to supply materials and allow for preparation work and labour for installation work.
- p. Install all windows and doors.
- q. Install toilets, hand basins, hand sanitizer and mirror. Tenderers to supply materials and allow for preparation work and labour for installation work.
- r. Install electrical wiring, lights, hand dryer unit.
- s. Connect and liven plumbing, drainage, water and electrical services.

Uni-sex disability hall toilet

- t. Erect internal walls and ceiling (water, impact, graffiti resistant and durable products).
- u. Lay vinyl flooring to all interior floor surfaces. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- v. Lay wall tiles to all interior wall surfaces to a height of two (2) meters. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- w. Install toilet, hand basins, grab rail, hand sanitizer, mirror and shower. Tenderers to supply materials and allow for preparation work and labour for installation work.
- x. Install all windows, disability sliding doors. Tenderers to supply materials and allow for preparation work and labour for installation work.
- y. Install electrical wiring, lights, hand dryer unit. Tenderers to supply materials and allow for preparation work and labour for installation work.
- z. Connect and liven plumbing, drainage, water and electrical services.

Male and female stage toilets

- aa. Lay flooring vinyl to all interior floor surfaces. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.
- bb. Lay wall tiles to all interior wall surfaces to a height of two (2) meters. Tenderers to supply materials and allow for preparation work, adhesive and labour for installation work.

- cc. Erect internal walls, ceiling, toilet and shower partitions (water, impact, graffiti resistant and durable products). Tenderers to supply materials and allow for preparation work and labour for installation work.
- dd. Construct and install hand basin unit. Tenderers to supply materials and allow for preparation work and labour for installation work.
- ee. Install all windows and door. Tenderers to supply materials and allow for preparation work and labour for installation work.
- ff. Install toilets, hand basins, shower units and sanitizer and mirror. The Principal will supply toilet pans and hand basin materials. Tenderers to allow for preparation work and labour for installation work.
- gg. Install electrical wiring, lights, hand dryer unit. Tenderers to supply materials and allow for preparation work and labour for installation work.
- hh. Connect and liven plumbing, drainage, water and electrical services.

B4 Quality of Materials and Workmanship

1. All materials tendered shall be new and not second hand or refurbished in anyway.
2. All construction materials shall be sourced or manufactured to allow a minimum durability period of 50 years.
3. BRANZ certification statements relating to durability shall be provided to the Principal to support the proposed design. In the absence of a BRANZ certification reference should be made to relevant New Zealand, Australia and other International Standards where products have been tested and certified.
4. All Hardware specifications shall be submitted to the Principal for approval prior purchase.
5. Foundations: All materials shall be free from salt and concrete batched and placed in compliance with NZS 3124 Specification for Concrete construction for minor works to comply with strength grade 20Mpa as noted.
 - a. Cement shall be Ordinary Portland Cement OPC and comply with NZS 3122:1995 Specification for Portland and blended cements (General and special purpose).
 - b. Bar The reinforcing bars to be supplied shall be mild steel (Grade 300) complying with NZS 4671:2001 Steel reinforcing materials.
 - c. Fabric Steel Reinforcement shall be size 665 manufactured in compliance with NZS 3124:1987 Specification for Concrete construction for minor works and NZS 4671:2001 Steel reinforcing materials.
 - d. Damp Proof Membrane (DPM) for slabs shall be 0.25mm thick PVC sheeting and comply with NZS 3604:2011 Timber-framed buildings.
 - e. Damp Proof Course (DPC) to timber stud walls shall be Type '877 Bitumatic Dampcourse DPC Malthoid' or approved equivalent and comply with NZS 3604:2011 Timber-framed buildings.
6. Masonry blocks must be used for exterior walls. The access doors to BCI female and male toilet block must be at least 910mm wide by 2000mm high.
7. Timber frame and cladding walls may be used for other internal wall partitions.

8. Compact laminates or a durable product that is resistant to moisture, impacts and graffiti may be used for internal toilet, shower and privacy partitions. Partitions to include appropriate hardware i.e. wall mounts, capping, door stop, hinge, partition foot/anchors and surface mounted locks.
9. Timber to be supplied shall conform to the requirements of NZS 3604:2011 Timber-framed buildings. Wall cladding must be painted with a minimum of three quality paint coats.
10. All Plywood: All plywood to be supplied shall conform to the requirements of NZS 3604:2011 Timber-framed buildings, NZS 4201:2001 Masonry Construction: Materials and Workmanship, NZS 3605:2001 Timber Piles and Poles for Use in Building, AS/NZS 2269.0:2012 Plywood- Structural Part 0: Specification.
11. Nails: The nails to be supplied shall be 'Hurricane' brand or equivalent
12. Windows: All glazing and louver window frames to be supplied shall conform to the requirements of AS 2047:1999 Windows in Buildings - Selection and installation and NZS 4223: Part 1:2008 Glazing in buildings, Part 1: Glass selection and glazing. All glasses shall toughened safety glass. Louver glasses will be cut on site to suit window spans. Windows shall be installed complete with timber stoppers. Height and width shall be maximised without compromising structural stability and durability.
13. Doors:
 - a. Exterior single doors - The doors to be supplied must have an opening of at least 910mm wide by 2000mm high. The door type will take into account overall building structural stability and durability requirements. Preferably there will be no bottom frames to allow for disability access and ease of exit during an emergency. Doors will include security lock.
 - b. Interior single doors - The doors to be supplied must have an opening of at least 810mm wide by 2000mm high. The door type will take into account overall building structural stability and durability requirements. Preferably there will be no bottom frame to allow for ease of entry and exit. Doors will include appropriate security locks with hooks and stoppers.
 - c. Interior disability door - The doors to be supplied must have an opening of at least 910mm wide by 2000mm high. The door type will take into account overall building structural stability and durability requirements. Preferably there will be no bottom frame to allow for ease of entry and exit. Doors will include appropriate security locks with hooks and stoppers.
14. Flooring: All floor coverings shall be installed to comply with the intent of NZS AS 1884:2013 New Zealand Standard, "Floor coverings – Resilient sheet and tiles- Installation practices" and E3 Internal Moisture of the New Zealand Building Code.

Ceramic floor and wall tiles shall conform to ANSI 137.1. Thai Ceramic CO. Tile type Cotto is considered suitable for this project. Tile fixing shall use the 'Grip Fix Wall and Tile Adhesive' or approved equivalent. Tile grouting shall be 'Sanitised Colorgrout' manufactured by Fernz Construction Materials, Australia or approved equivalent. Samples shall be provided to CIIC for approval prior installation.
15. Ceiling Boards: All ceiling product to be HardieGlaze Smooth lining 4.5mm sheets, preparation work and installation work must conform to James Hardie, HardieGlaze Lining Installation Manual.
16. Roof Cladding:

The supplied material will comply of B1 Structure, B2 Durability, E1 Surface Water, E2 External Moisture, and E3 Internal Moisture of the New Zealand Building Code.

AS/NZS 1170: 2 Supplement 1:2002 Structural design actions – Wind actions

NZS 3604:2011 Timber-framed building.

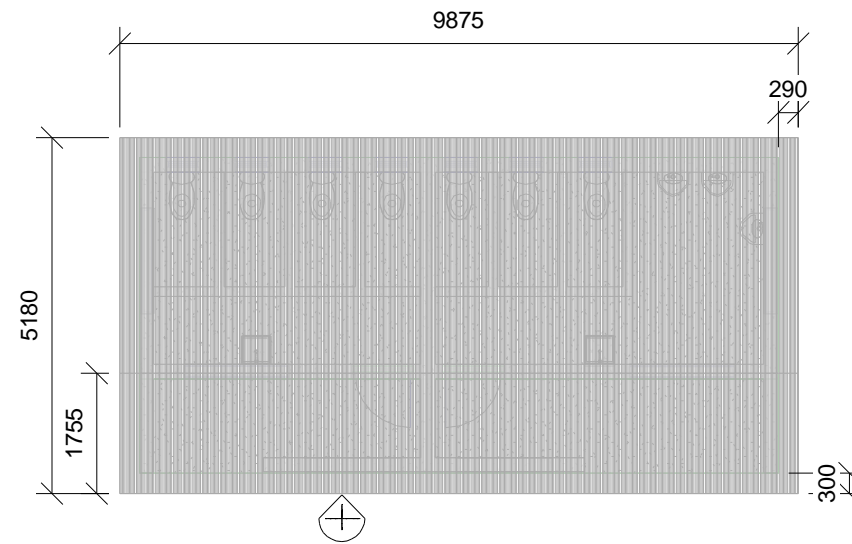
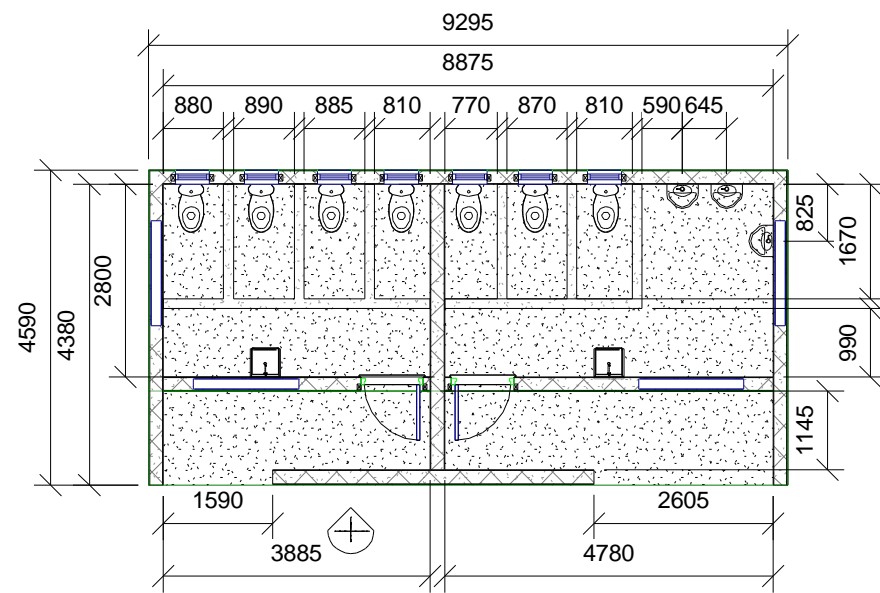
- a. All roof cladding shall be 'Surf mist' in colour and 0.55mm (BMT) steel coated to comply with type durability "colorbond ultra", or an approved equivalent.
 - b. All roof cladding shall be underlain using a double sided reinforced and reflective 'building paper'.
 - c. All folded steel flashings shall be manufactured from 0.55mm (BMT) colorbond ultra, or approved equivalent with flexible and compatible malleable 'lead' edging.
 - d. All roof cladding shall be fixed to purlins at the manufacturer's maximum spacing for cyclonic conditions.
 - e. Coated steel screws with washer plates shall be used as fixings at the upper two and lower three rows of purlins. Elsewhere coated nails may be used.
 - f. The installer shall only cut roof sheeting using a guillotine or shears. The use of electrical cutting discs for this critical roofing material will not be permitted.
17. Colour scheme – Tenderers must allow for natural tones in the interior and exterior. Final colours will be considered before finalising the design report. Product to be used shall be from Resene or Wattly Solar guard product range. Application as per product specification.
18. Plumbing Services. All Plumbing services shall be installed in order to comply with the general requirements of New Zealand Building Code (NZBC) E1 Surface water, G12 Water supplies, G13 Foul water and Sanitary Plumbing and Drainage AS 3500.
19. Workmanship: All work shall be completed by qualified and competent tradesmen.
20. Safe Work Practices:
- a. All governmental policies for safe materials handling shall be implemented on this site.
 - b. At the end of each day's work **all** active construction areas shall be cleaned and 'made safe'.
 - c. All loose materials shall be removed to an agreed storage area or disposed of immediately
21. Completion of Works and 'As Built' Documentation:
- a. The site shall be left in a clean and tidy state at the completion of each stage of the works.
 - b. A final inspection will be undertaken following agreement that Practical Completion of the Contract has been achieved. Grass and garden reinstatement shall be established at this time and confirmed prior to the end of the Defects Liability Period.
 - c. The Contractor shall submit to the Principal copies of "As Built" plans and documentation prior certifying Practical Completion.
 - d. The 'As Built' plans and details shall be provided in the following formats:
 - Computer Aided Drafting (CAD) File using 'AutoCAD' software.
 - PDF format

B5 Concept Drawings

BCI Stadium Bathroom Upgrade Concept

Scale: As shown

Drawn: 26th September 2014



COOK ISLANDS INVESTMENT CORPORATION

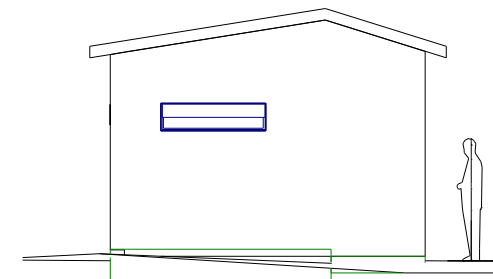
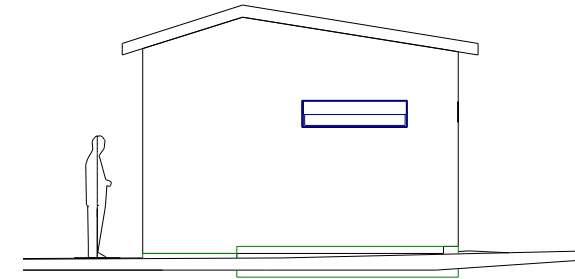
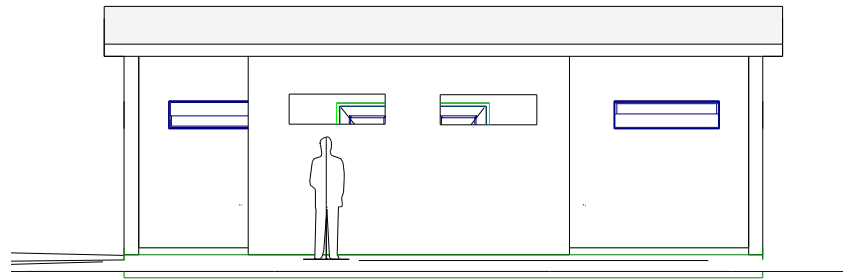
Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

Existing Floor/ Roof Plans

Project	BCI Stadium Bathroom	01
Date		
Drawn by	CIIC	Scale
Checked by	CIIC	
		1 : 100



COOK ISLANDS INVESTMENT CORPORATION

Government of the Cook Islands

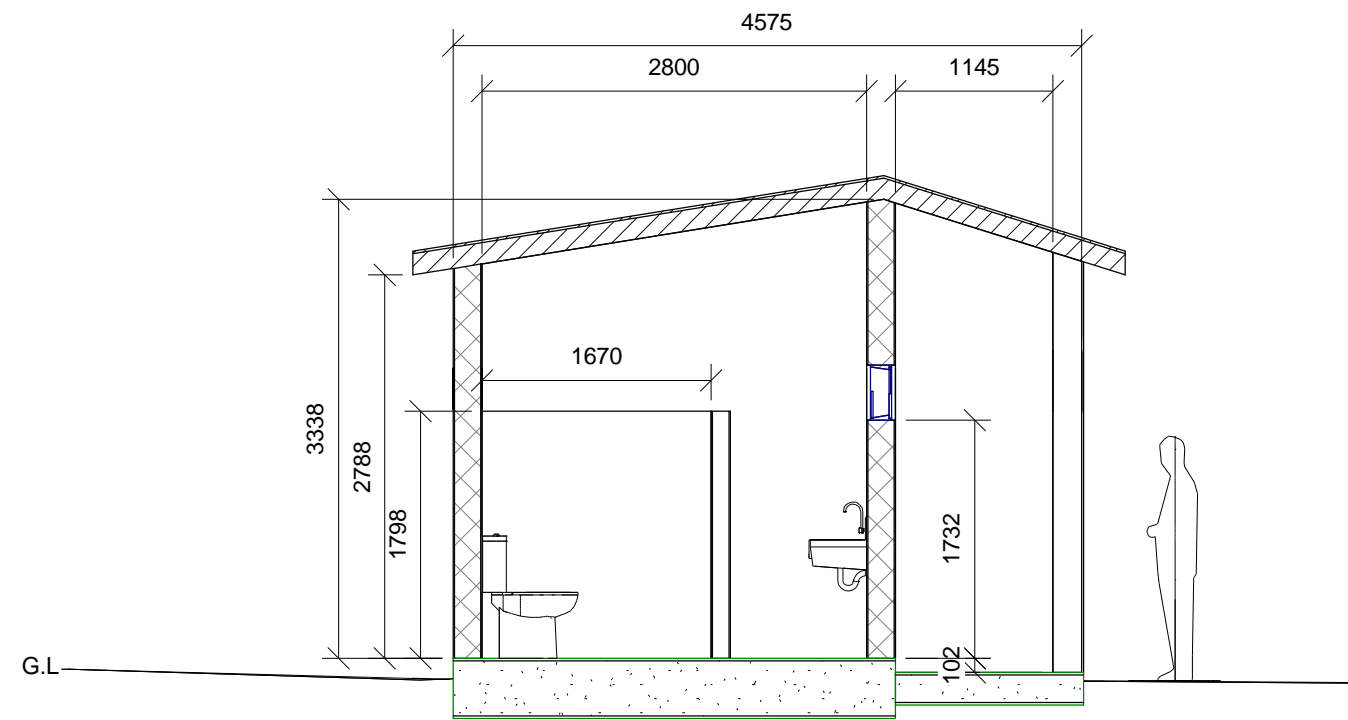
No.	Description	Date

BCI Stadium Toilet Block

Bathroom Upgrade

Existing Elevations

Project	BCI Stadium Bathroom	02
Date		
Drawn by	CIIC	Scale
Checked by	CIIC	
		1 : 100



COOK ISLANDS INVESTMENT CORPORATION

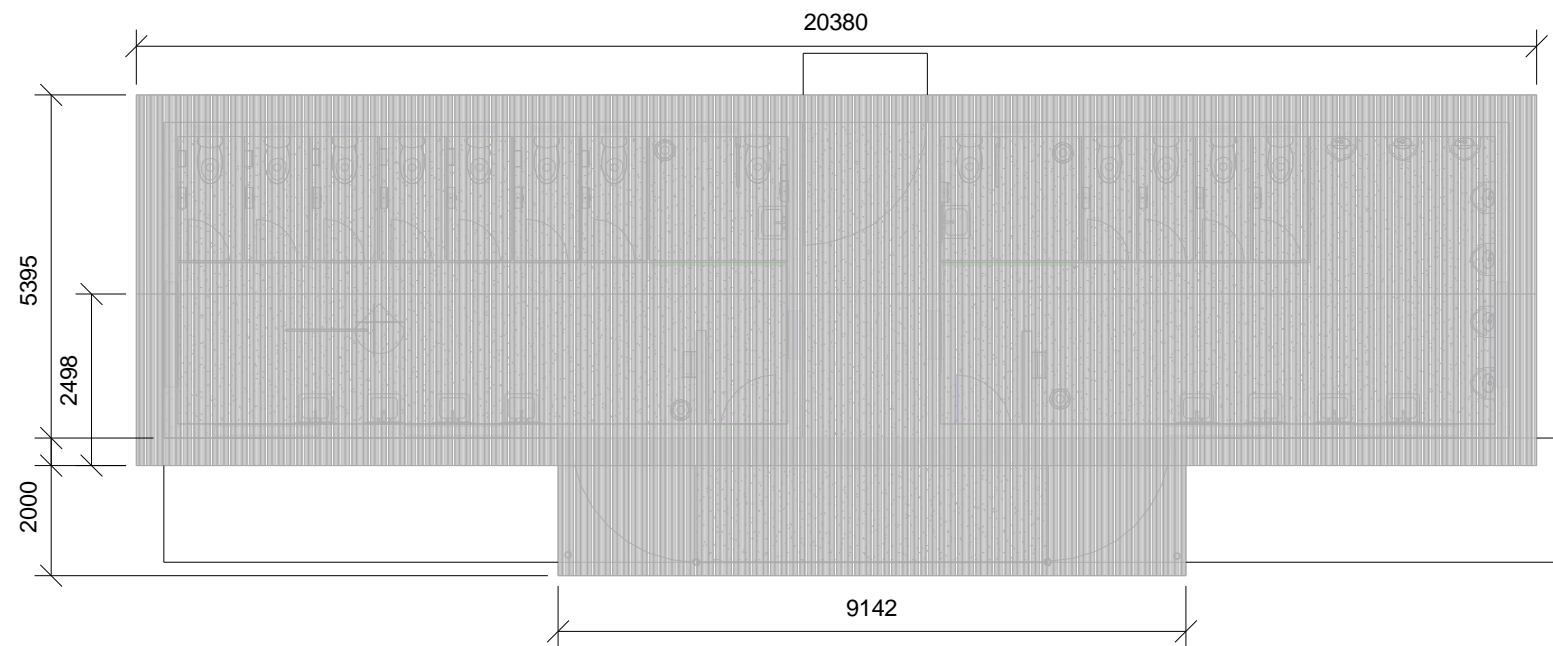
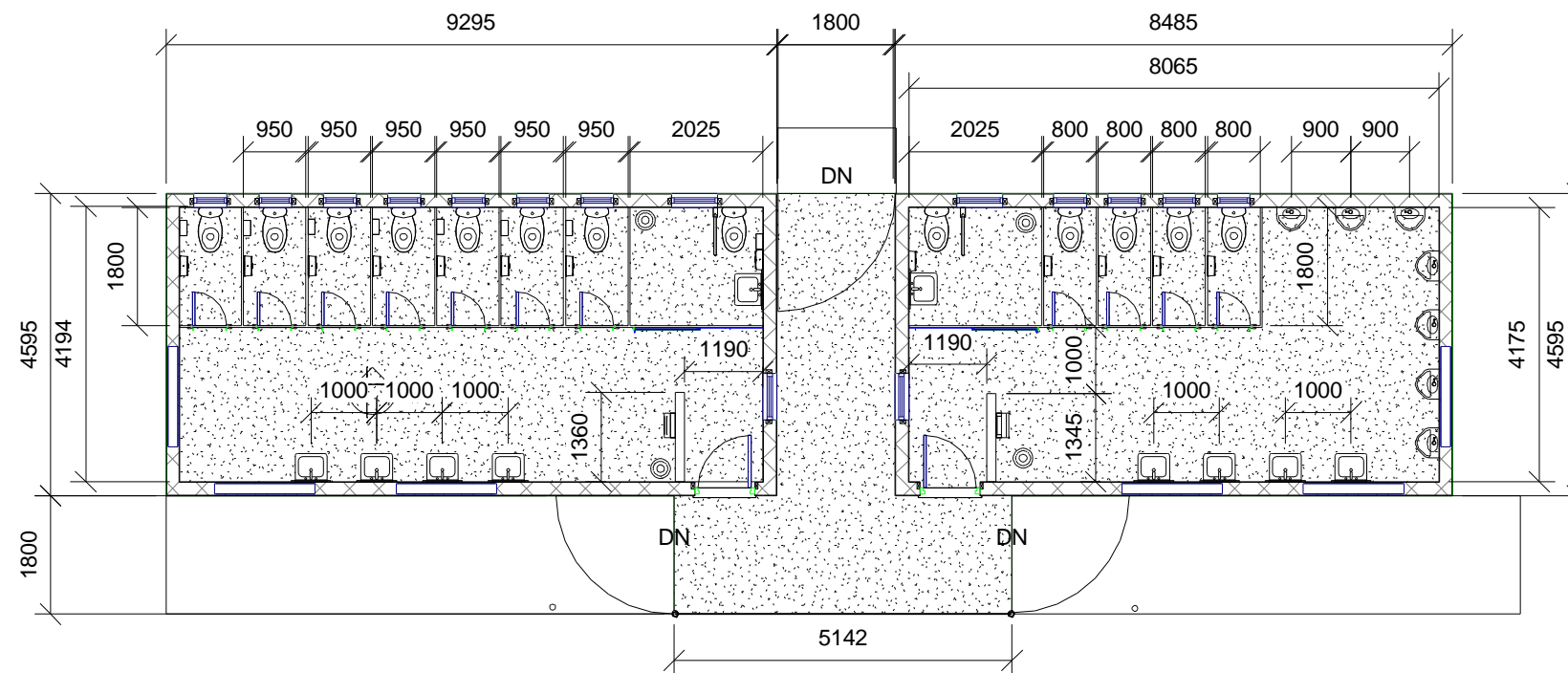
Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

Exsiting Sections

Project	BCI Stadium Bathroom	03
Date		
Drawn by	CIIC	Scale 1 : 50
Checked by	CIIC	



COOK ISLANDS INVESTMENT CORPORATION

Government of the Cook Islands

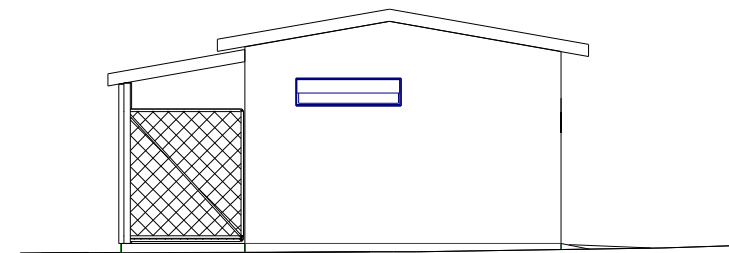
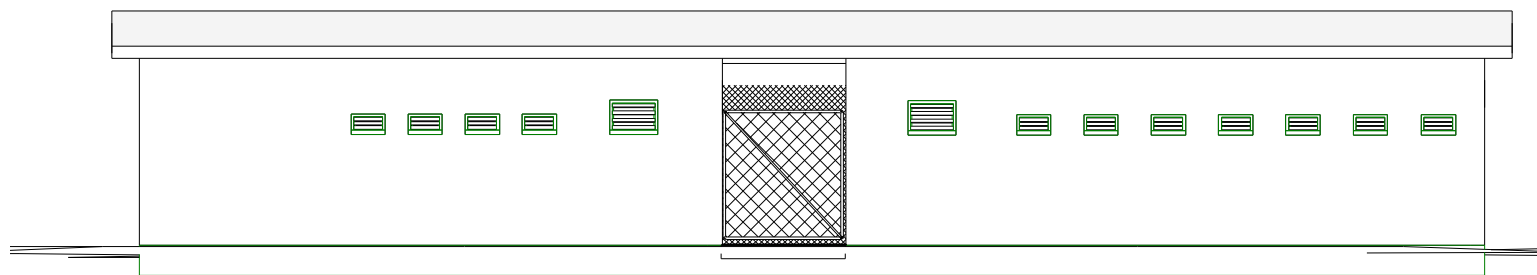
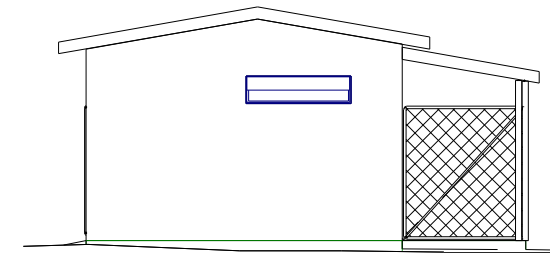
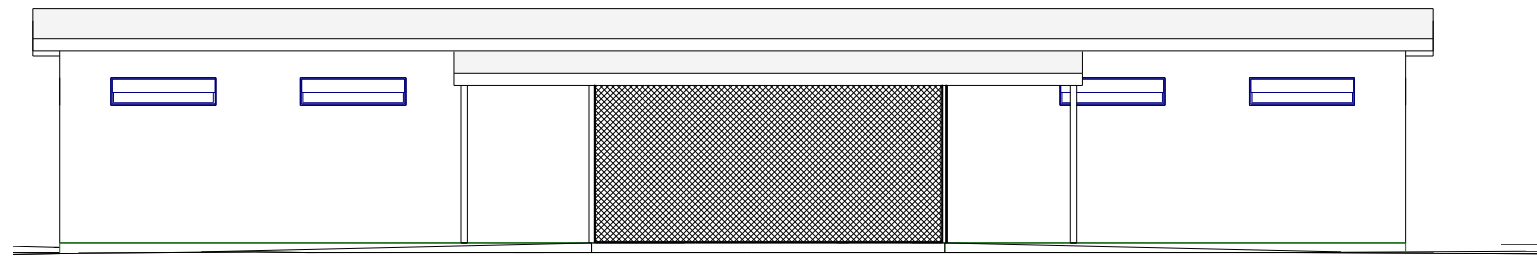
No.	Description	Date

BCI Stadium Toilet Block

Bathroom Upgrade

Proposed Floor/ Roof Plans

Project	BCI Stadium Bathroom	04
Date		
Drawn by	CIIC	Scale
Checked by	CIIC	
		1 : 100



COOK ISLANDS INVESTMENT CORPORATION

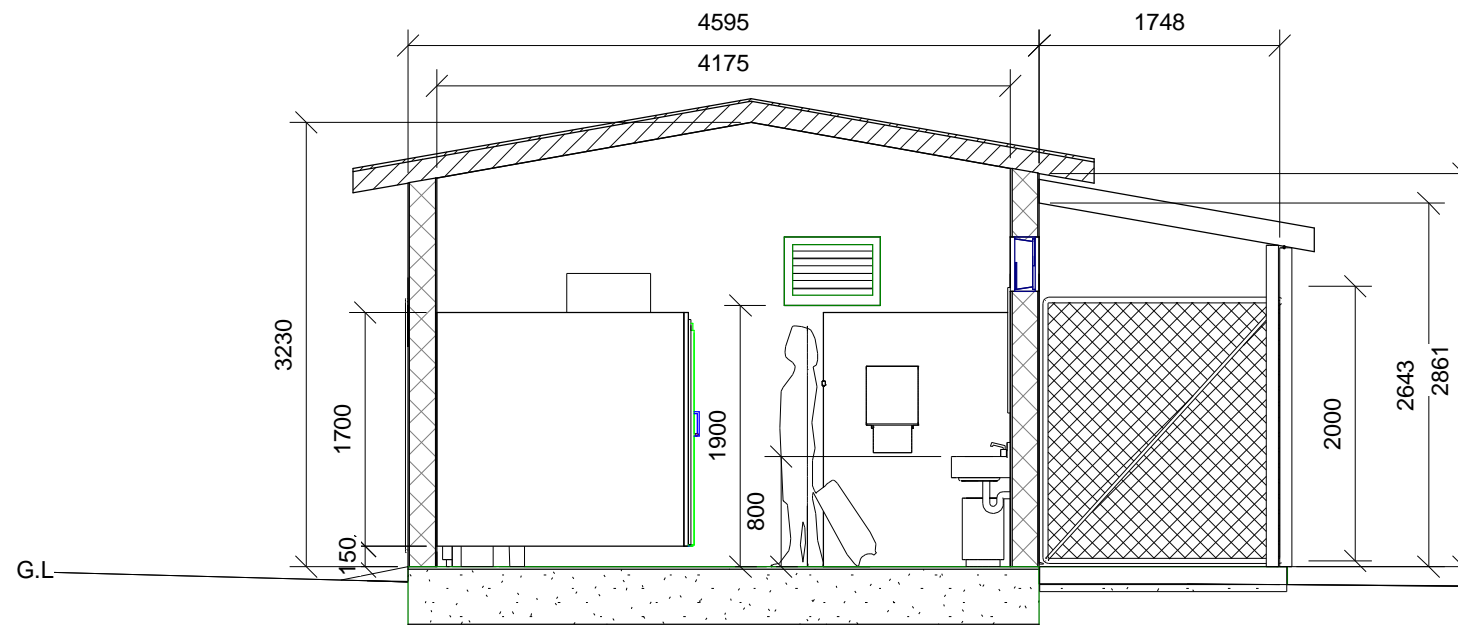
Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

Proposed Elevations

Project	BCI Stadium Bathroom	05
Date		
Drawn by	CIIC	Scale
Checked by	CIIC	
		1 : 100



COOK ISLANDS INVESTMENT CORPORATION

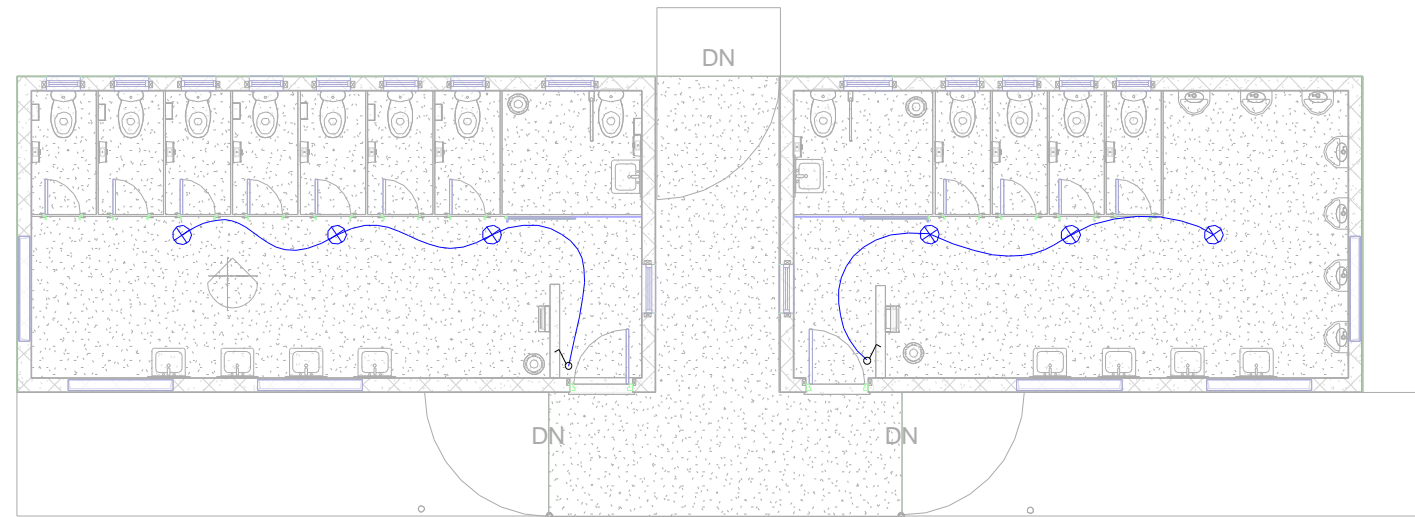
Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

Proposed Sections

Project	BCI Stadium Bathroom	06
Date		
Drawn by	CIIC	Scale 1 : 50
Checked by	CIIC	



COOK ISLANDS INVESTMENT CORPORATION

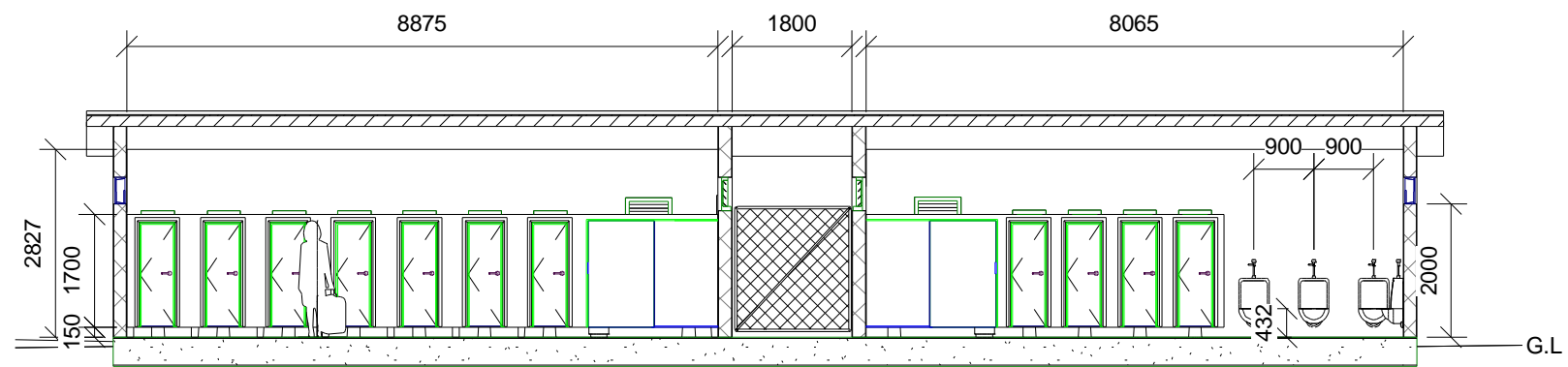
Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

Proposed Electrical Plan

Project	BCI Stadium Bathroom	07
Date		
Drawn by	CIIC	Scale 1 : 100
Checked by	CIIC	



COOK ISLANDS INVESTMENT CORPORATION

Government of the Cook Islands

No.	Description	Date

BCI Stadium Toilet Block
Bathroom Upgrade

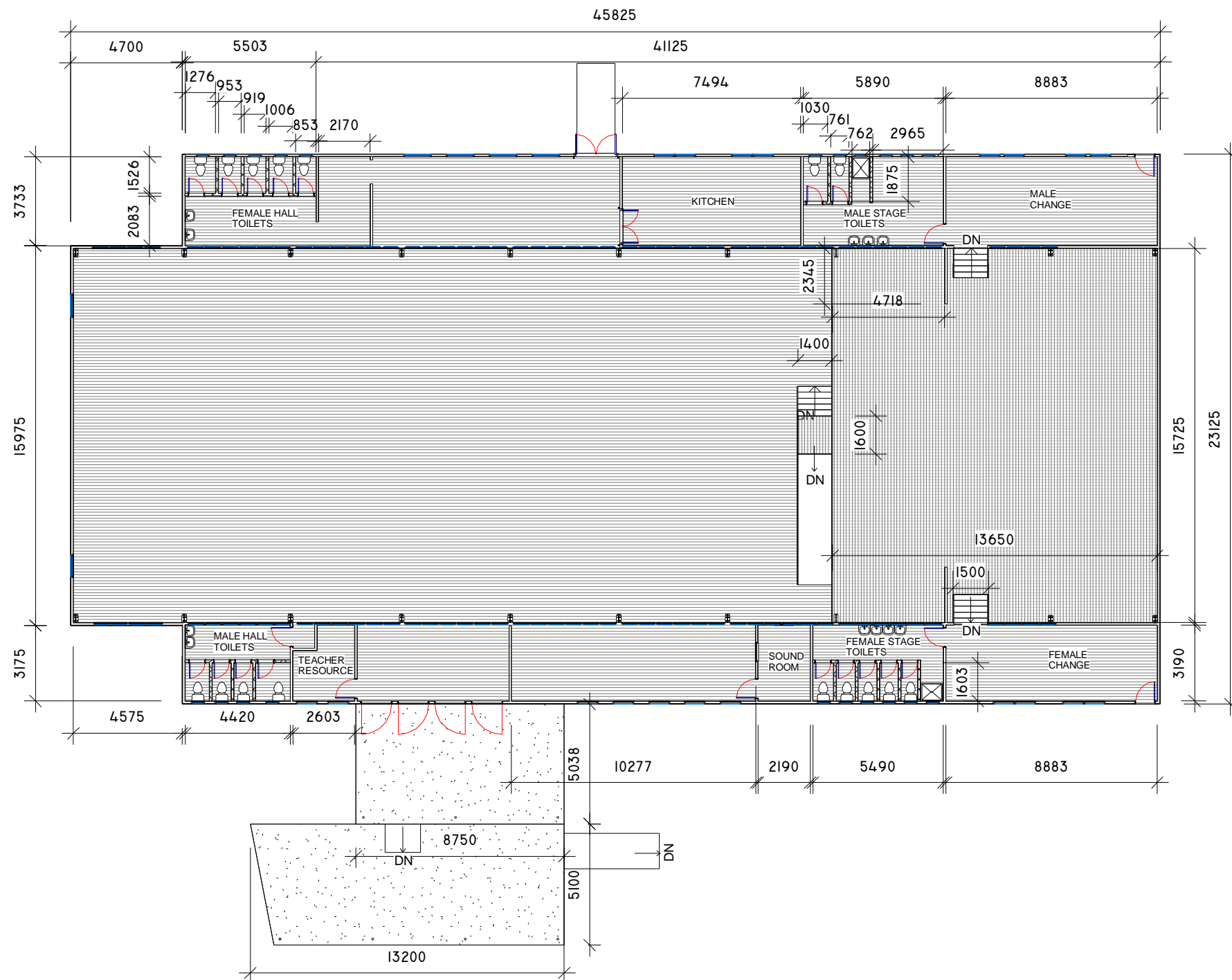
Proposed_Long Section

Project	BCI Stadium Bathroom	08
Date		
Drawn by	CIIC	Scale 1 : 100
Checked by	CIIC	

Princess Anne Hall Bathroom Upgrade Concept

Scale: As shown

Drawn: 26th September 2014

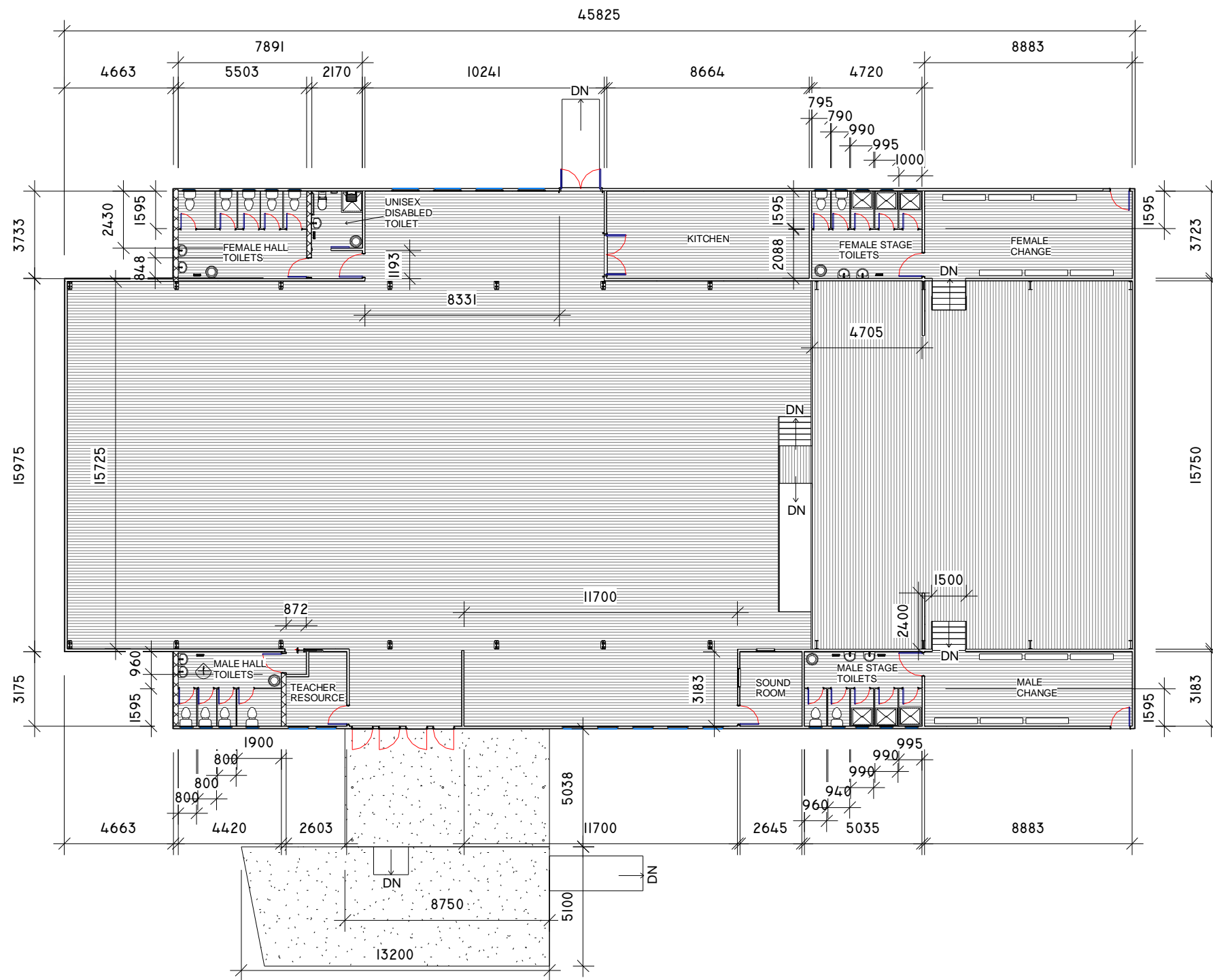


COOK ISLANDS INVESTMENT CORPORATION
Government of the Cook Islands

No.	Description	Date

Tereora College
Princess Anne Hall
Bathroom Upgrade

Existing Floor Plan		01
Project number	01	
Date	31/07/14	
Drawn by	CIIC	
Checked by	CIIC	
Scale	1 : 200	



COOK ISLANDS INVESTMENT CORPORATION

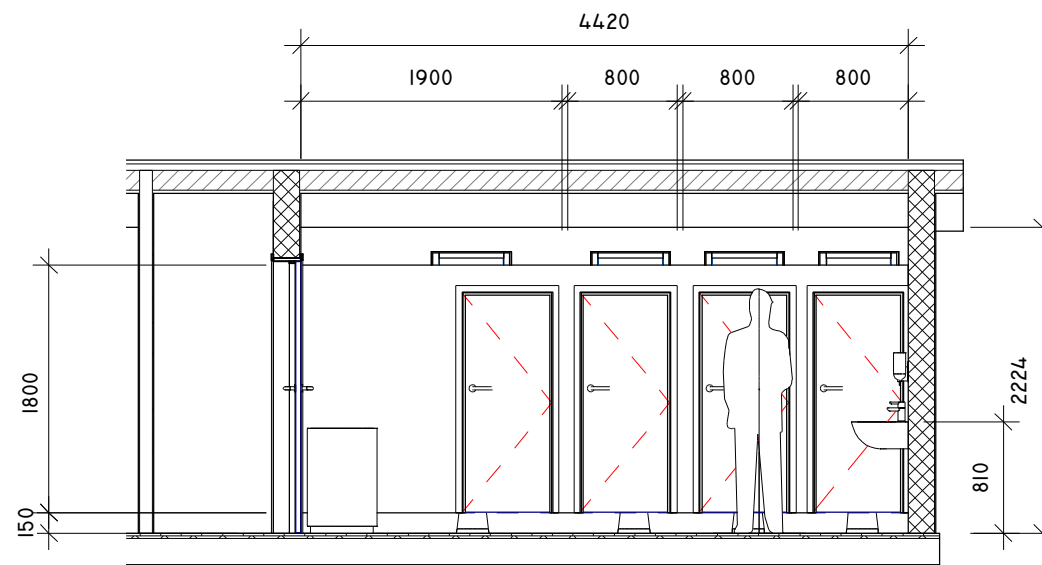
Government of the Cook Islands

No.	Description	Date

Tereora College
Princess Anne Hall
Bathroom Upgrade

Proposed Floor Plan

Project number	01	02
Date	31/07/14	
Drawn by	CIIC	Scale 1 : 200
Checked by	CIIC	



COOK ISLANDS INVESTMENT CORPORATION

Government of the Cook Islands

No.	Description	Date

**Tereora College
Princess Anne Hall
Bathroom Upgrade**

Section_Proposed Male Toilet

Project number	01	03
Date	31/07/14	
Drawn by	CIIC	Scale
Checked by	CIIC	

B6 Bill of Quantities

1. This RFT is for design, construction and handover. Tenderers must therefore undertake their own survey of materials and works to all items required to deliver the product successfully, and have included the cost of the same in the Tender Price offered.

APPENDIX C DRAFT CONTRACT

C1 Contract Agreement and Contract Documents

This Contract is for the **Hall and Stadium Bathroom Upgrades C38/14.**

Physical address of Site of the Contract Works

Nikao, Rarotonga, Cook Islands

BETWEEN COOK ISLANDS INVESTMENT CORPORATION a Statutory Corporation incorporate pursuant to the Cook Island Investment Corporation Act 1998 (“the Principal”)

Street address Main Road, Takuvaine, Avarua

Postal address P. O. Box 51, Avarua

Telephone (+682) 29 391

Email eusenio.fatialofa@cookislands.gov.ck

AND

(“the Contractor”)

Street address

Postal address

Telephone

Mobile

Email

Contract Price

Contract Price: \$.....

Excluding VAT

Contract Price:

(in words) Excluding VAT

IT IS AGREED as follows :

THE CONTRACTOR shall deliver, execute, complete and remedy defects in the works and things described in the Contract Documents.

THE PRINCIPAL shall pay the Contractor the Contract Price, or such greater or lesser sum as shall become payable under the Contract Documents at the times and on the manner provided in the contract Documents.

EACH PART shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.

THE CONTRACT DOCUMENTS are this Contract Agreement (C1) and the following which form part of this agreement:

The Specific, Special and General Conditions of Contract (C2, C3 and C4);

The Tender Document (Appendix 1);

Contractors Tender Documents (Appendix 2); and

Notification of Acceptance of Tender (Appendix 3)

This Contract Agreement was signed by the Principal

By affixing its common seal hereto in the presence of:

Director

Director

Date

Date

This Contract was signed by the Contractor

By affixing its common seal hereto in the presence of:

Director

Director

Date

Date

C2 Specific Conditions of Contract

Principal administers the Contract Refer Rule 5 (C4)

Principal's Representative

Person	Eusenio Fatialofa
Street address	Main Road, Takuvaine, Avarua
Postal address	P. O. Box 51, Avarua
Telephone	(+682) 29 391
Email	eusenio.fatialofa@cookislands.gov.ck

Insurance of the Contract Works Refer Rules 7 to 10 (C4)

The Contract Works is to be insured by the Principal

Public Liability is to be insured by the Contractor

Time for Starting and Completing the Contract Works

Commencement of the Contract Works Refer Rules 30 and 31 (C4)

(Date Principal is to give possession of the Site to the Contractor)

.....

Time for Practical Completion Refer Rules 32 to 35 (C4)

(Date Contractor must achieve Practical Completion of the Contract Works)

.....

Warranties and guarantees required from the Contractor for Practical Completion

Durability	50 years (new building)
Metal roofing- materials and workmanship	10 years
Plumbing fittings and water tightness	5 years
All other elements	5 years

Defects Liability Period Refer Rule 39 (C4)

12 months

Payment

Contractor may apply for progress payment certificate Refer Rules 40 to 44 (C4)

Once a month

Principal may retain certain amounts *Refer Rules 45 to 47 (C4)*

10%

Submission of Final Account *Refer Rule 49 and 50 (C4)*

Time for the Contractor to apply for approval of final account is One (1) month

Time for the Principal to check Final Account is one (1) month

C3 Special Conditions of Contract

The following Special Conditions apply to this Contract:

Documents

1. The Principal shall provide the contractor with a copy of the contract document signed by both Principal and Contractor.

Possession of Site

2. The Contractor has possession of the site for the sole purpose of carrying out the contract works.
3. The Contractor shall plan and execute the Works such that interference with the Principal's activities on and adjacent to the Site is kept to a minimum and all reasonable requests by the Principal or the Principal's Representative are met.
4. The Contractor is required to cooperate with, but except as specified elsewhere in the Contract, shall not be required to attend upon, and shall not interfere with or utilise any employees or contractors engaged by the Principal. The Contractor should note that at no time will it have exclusive possession of the Site and references in the general conditions of contract shall be deemed to be references to shared possession. In terms of ensuring continuity of the School services and the optimal sharing of resources at the Site, such cooperation shall be essential to successful implementation of the contract. The Contractor warrants that it has made full allowance in the price for cooperation.

Access to Site

5. Access to the site is restricted to the contractor and sub-contractors, all other visitors require permission of the Principal prior to entry to the site.

Existing Features

6. The Contractor shall make good loss or damage resulting from failure to adequately protect existing buildings, existing roads, footpaths, grounds, sewers or other services, or existing landscaping, at no cost to the principal.

Alcohol free Work Area

7. The site is an alcohol-free area. Contractors, sub-contractors and all other visitors to the site will maintain the alcohol free policy. Any persons violating this policy will be removed from the site.

Language

8. Language that is offensive, loud, or discriminatory is not permitted on the site. Any persons violating this policy will be removed from the site.

Noise

9. Noise devices such as radios and music players are not to be switched on while on the site. Any devices violating this policy will be confiscated.

Cost Fluctuation Adjustments

10. Cost fluctuation adjustments shall not be paid.

Monetary Allowances

11. There are no prime cost sums. There are no provisional allowances.

Public Awareness

12. The Contractor is to liaise with the Principal with regards to notifying the public of the work where necessary to restrict access to the site for that duration.

Contractors Warranties

13. The Contractor represents and warrants to the Principal that it:-
- a. is satisfied as to the completeness and accuracy of any information provided to the Contractor by the Principal;
 - b. is satisfied that the Rates and any lump sums stated in the Contract Documents cover the cost of any risk or matter expressed in or reasonably to be inferred from the Contract Documents as forming part of the Contract Works ;
 - c. is satisfied that the Works can be completed in accordance with the Schedules; and
 - d. has based any tender in response to this tender document and Schedules, relying solely on its own investigations, determinations, skill and judgment.

Principal's Warranties

14. The Principal has endeavoured to ensure that all information given to the Contractor is complete and accurate but:
- a. shall not be liable in any way for any inaccuracy in any such information; and
 - b. the Contractor shall not be entitled to rely on any information provided by the Principal or its nominees, except to the extent that it has independently confirmed for itself by its own enquiry as to all matters included in such information.

Compliance with Contract

15. The Contractor must perform the Works strictly and with due diligence in accordance with the terms and conditions of these contract documents.

Indemnity

16. The Contractor shall indemnify the Principal and keep the Principal indemnified and hold the Principal harmless against all claims and liens in regard to wages from time to time due and payable to the Contractor's employees and the employees of any Sub-Contractors and all claims and liens of Sub-Contractors, suppliers and manufacturers for goods, labour or services provided in connection with the performance of the Works.

Inspections

17. The Principal may undertake inspections of the work in progress at the Site and at the Contractor's premises without prior notice. The Contractor shall provide safe access to the Principal to carry out such inspections.

C4 General Conditions of Contract

Main Obligations

Contractor's main obligations

1. The Contractor must:
 - a. start the Contract Works as set out in rule 30;
 - b. diligently and in a proper and workmanlike manner carry out the Contract Works required by this Contract;
 - c. obtain all necessary consents required by authorities and pay all required consent fees.
 - d. achieve Practical Completion of the Contract Works within the time required by this Contract or within the extended time as per rule 34;
 - e. carry out and complete the Contract Works to the reasonable satisfaction of the Principal;
 - f. comply with the Principal's proper written Directions.

Principal's main obligations

2. The Principal must:
 - a. make the Site available to the Contractor by the agreed date;
 - b. pay to the Contractor the Contract Price, on time and adjusted as stated in this Contract;

Documents

Inconsistencies in Contract Documents

3. If there is an inconsistency, error or omission either in a Contract Document or between Contract Documents the Principal must give a written Direction to the Contractor resolving the inconsistency, error or omission. In doing this:
 - a. figured dimensions on drawings take precedence over scaled dimensions;
 - b. drawings to a larger scale take precedence over drawings to a smaller scale;
 - c. drawings take precedence over the specifications;
 - d. drawings and specifications take precedence over this Contract ;
 - e. no inconsistency, error or omission invalidates this Contract.

Copyright and ownership of Contract Documents

4. The Principal retains ownership in all documents the Principal supplies to the Contractor. The Contractor does not have copyright in the Contract Documents. The Principal owns all documents the Contractor supplies to the Principal.

Administration

Principal administers the Contract

5. The Principal may appoint an individual to represent the Principal in all matters arising under the Contract. The Principal will notify the Contractor of the individual who is the Principal's representative.

Indemnity

Indemnity by Contractor

6. The Contractor must indemnify the Principal against any loss or liability arising from damage to any property, or personal injury to anyone or illness or death of anyone that arises from the Contractor carrying out the Contract Works. However, the Contractor's liability to indemnify the Principal is

reduced proportionally to the extent that the Principal, or anyone for whom the Principal is responsible, contributed to the loss or liability.

Insurance

Insurance of the Contract Works

7. Where the Contract Works involve physical change or alteration to existing structures, the Principal must arrange insurance of the Contract Works including existing structures and contents.
8. In other circumstances the Contract Works are to be insured by the person named in the Specific Conditions. The insurance must be sufficient to cover the original Contract Price plus an allowance for :
 - a. items supplied by the Principal that are not included in the Contract Price;
 - b. Variations that the Principal might direct during the Contract period;
 - c. professional fees and similar costs;
 - d. demolition, disposal and preparation for making good following a loss;
 - e. increased construction costs incurred as a result of loss or damage.

Contractor to arrange public liability insurance

9. The Contractor must arrange and maintain insurance against liability for loss or damage to any property, injury or death or illness to any person that arises from:
 - a. performance of the Contract Works; and
 - b. the use of any motor vehicle that the Contractor owns or has direct control over for the period that it is directly or indirectly involved with the performance of the Contract.

Insurance requirements

10. Insurances arranged under this contract must meet the following requirements:
 - a. they must be in the joint names of the Contractor and the Principal.
 - b. public liability insurance must be for at least \$1,000,000.00.
 - c. the party responsible for arranging the insurance covers under the Contract must provide evidence at any time that insurances required under the Contract are in effect.

The Site

11. Principal is to establish site boundaries.
12. The Contractor must set out the Contract Works as required by this Contract.

Principal's right of access to the Contract Works

13. The Principal and separate contractors are entitled to go onto the Site and inspect the Contract Works at reasonable times.

Contractor to keep Site clean and tidy

14. The Contractor must keep the Site and the Contract Works clean and tidy. The Contractor must remove all the Contractor's rubbish and surplus material and temporary works before the Contractor can achieve Practical Completion of the Contract Works.

The Contract Works

Contractor must supply all requirements

15. The Contractor must supply all technical and administrative resources, labour, materials, services, temporary works, plant and equipment that are necessary to complete the Contract Works.

Contractor can appoint subcontractors

16. The Contractor is entitled to appoint subcontractors to do any parts, but not all, of the Contract Works. However, the Contractor is responsible for their actions or omissions. The Contractor's obligations and liability are not affected by the Contractor subcontracting any part of the Contract Works.

Contractor must care for the Contract Works

17. The Contractor must care for the Contract Works from the date of possession of the Site until Practical Completion of the Contract Works. The Contractor is also responsible for the care of any work to be completed after Practical Completion. Separate contractors are responsible for the care of their work.

Contractor must make good loss or damage to the Contract Works

18. The Contractor must make good, at its cost, any loss or damage to the Contract Works:
- a. to the extent that the Contractor is responsible for the Contract Works; or
 - b. which is caused by the Contractor.
19. The Contractor is not responsible for any loss or damage to the Contract Works due to riot, war, revolution, terrorism, radioactivity and design other than by the Contractor.

Contractor must correct defective Contract Works

20. The Contractor must promptly correct all defective work, defective materials and defective fittings in the Contract Works.

Contractor responsible for safety of people

21. The Contractor must take all practicable steps to make sure the Site and Contract Works are safe for all people on, or in the general vicinity of the Site and the Contract Works.

Emergency action

22. The Contractor must take all emergency action necessary to protect the Contract Works, any other property or Persons affected by the carrying out of the Contract Works. If the Contractor is unavailable or unable to take such action, it may be initiated by the Principal.

Principal can engage other people

23. The Principal is entitled to enter into separate contracts for any work to be carried out on the Site but not included in this Contract. The Principal must make sure each separate contractor complies with the Contractor's reasonable requirements.

Expenditure of Monetary Allowances

24. The Principal will direct how Prime Cost Sums and Provisional Allowances must be expended. The Contract may provide that any part of the Contract Works be carried out under one of the following types of monetary allowances:
- a. **Prime Cost Sum** means a materials related monetary allowance. This provides solely for the purchase and supply to the Site of specified materials which are to be included in the Contract Works. Freedom of selection of these materials is reserved for the Principal. It does not include the costs associated with the installation of the materials and the Contractor's margins, overhead and profit. The Contract Price includes provision for these costs, margins, overhead and profit.
 - b. **Provisional Allowance** means a work related monetary allowance. This provides for the carrying out of a specified part of the Contract Works. It includes all the Contractor's costs, margins, overhead and profit. The Contractor must not include provision for this work elsewhere in the Contract Price.

Variations

Administration of Variations to the Contract Works

25. The Principal is entitled to direct the Contractor to carry out Variations.
26. **Variation** means any change to the Contract Works including:
 - a. an increase or decrease to, or omission of, any part of the Contract Works;
 - b. a change to the character or quality of any material or work;
 - c. a change to the level, line, position or dimension of any part of the Contract Works;
 - d. additional work to be carried out by the Contractor;
 - e. additional demolition or removal of any material or work;
 - f. a change to the order in which the Contract Works are to be carried out.However a Variation does not include any change to the Contract Works which is so peculiar, so unexpected and so different from that which the Contract required to be done when it was awarded to the Contractor.
27. The Contractor must carry out Variations to the Contract Works Directed in writing by the Principal. The Contractor must not carry out any Variations to the Contract Works which have not been directed in writing by the Principal. No Variation invalidates the Contract.

Claiming and valuing Variations

28. Unless the Principal Directs otherwise in writing, the value of a Variation must be agreed before the Contractor can start work on it. If the value of a Variation is not agreed, then the Principal will fix the value by referring to the Contract Price, the value of similar work, if any, in the Contract Works and what is fair in the circumstances. The Contract Price is to be adjusted by the value if any, of the Variation.

Change in circumstances

29. The Contract Price may be adjusted if there is a change in the circumstances under which the Contract Works are being carried out. The Contractor must apply to the Principal for an adjustment to the Contract Price if the Contractor believes that it is justified by a change in the circumstances under which the Contract Works are being carried out.

Times for Starting and Completing the Contract Works

Commencement of the Contract Works

30. The Contractor must start work either within 5 Working Days of being given possession of the Site or when Directed to by the Principal.
31. The Contractor must notify the Principal when the Contractor intends to start work provided the insurance covers to be arranged by the Principal are in place.

Time for Practical Completion

32. The Contractor must notify the Principal in writing when it considers that Practical Completion of the Contract Works has been achieved. The Contractor's notice must detail any items that the Principal has agreed to the Contractor deferring and the period of deferral.
33. The Principal must inspect the Contract Works within 5 Working Days of receiving the Contractor's notice that Practical Completion has been achieved. If the Principal decides the Contract Works are practically complete the Principal must certify that in writing to the Contractor. The certificate must state when Practical Completion was achieved. It must list all items the Principal has authorised to be completed after Practical Completion and the date when the Contractor must complete those items.
34. The Contractor must achieve Practical Completion of the Contract Works within the time stated in the specific conditions as adjusted for all extensions of time.

35. Practical Completion of the Contract Works occurs when everything has been done except for minor omissions and minor defects the Principal and the Contractor agree which:

- a. the Contractor has reasonable grounds for not promptly correcting; and
- b. do not prevent the Contract Works from being used for their intended purpose; and
- c. can be corrected without prejudicing the convenient use of the Contract Works; and
- d. everything has been done except the work which the Principal and the Contractor agree to defer.

Time for Completion

36. Completion is achieved when the Defects Liability Period has ended and all accounts and defects have been settled.

Claim for extension of time

37. The Contractor is entitled to apply in writing to the Principal to extend the time for Practical Completion of the Contract Works due to delays caused by anything beyond the Contractor's control, including delays due to Variations to the Contract Works. The Principal must extend the time for Practical Completion for the period of the actual delay. The Principal is entitled to grant an extension of time to the Contractor for a delay even if the Contractor has not applied for one.

Liquidated Damages for Delay

38. If the Contractor fails to achieve Practical Completion in accordance with the contract agreement within the time fixed or any agreed or permitted extension of time, then without prejudice to and notwithstanding the exercise of any right of the Principal to terminate the Contractor's employment under this Contract, liquidated damages shall be payable at the rate of (1.8% of contract value) for each week of the delay.

Defects Liability Period

39. The Defects Liability Period, also referred to as the maintenance period, is the period stated in the Specific Conditions, commencing on Practical Completion of the Contract Works. The Contractor must correct all defects in the Contract Works and all deferred work during the Defects Liability Period.

Payment

Contractor may apply for progress payment certificate

40. The Contractor is entitled to apply to the Principal for a progress payment certificate at the times stated in the Specific Conditions. The claim must state the value of work done including Variations carried out.

41. The information provided by the Contractor must be sufficient for the Principal to assess the validity of the claim.

Principal's assessment of the claim

42. The Principal must assess the Contractor's claim within 5 Working Days of receipt. In assessing the claim the Principal must allow a reasonable assessment for any item that cannot be properly verified in the required time.

43. Any amount claimed in relation to materials and fittings not yet delivered to the Site must be accompanied by adequate evidence of insurance and security.

44. The Principal may by any payment certificate amend any previous payment.

Principal may retain certain amounts

45. The Principal is entitled to retain from progress payments an amount to ensure performance and to cover liability for defects. The amount is the amount stated in the Specific Conditions.

46. The Principal must pay the Contractor 40% of the amount retained, within 7 working days of certifying that the Contract Works are practically complete.
47. The Principal must pay the Contractor the balance of the retentions when the Defects Liability Period has ended and the Contractor has corrected all defects and all deferred work.

Principal must pay

48. The Principal must pay the amount certified within 7 Working Days of the date of the payment certificate. If the Principal fails to pay on time, the Principal must pay interest at 1.25 times the Contractor's overdraft rate, compounding monthly, on the certified amount from the due date to the date of the payment.

Submission of final account

49. The Contractor must apply to the Principal for approval of the Contractor's final account within the time stated in the Specific Conditions.
50. The Principal must check the final account within the time stated in the Specific Conditions and must notify the Contractor if they object to anything in the final account and provide the reasons for it. The Principal must certify the final amount payable to the Contractor within 10 working days of the final account being agreed.

Ending the Contract**Contractor or Principal may end Contract**

51. If either the Principal or the Contractor fails to fulfil their respective obligations under this Contract, the other is entitled to notify the defaulting party of the default in writing by hand or receipted delivery, giving that party 10 Working Days to remedy the default or this Contract will come to an end.

Disputes**Resolution of disputes**

52. If a dispute arises relating to this Contract:
 - a. Both parties must first in good faith try to resolve the dispute.
 - b. Either party may give notice requiring that the dispute be referred to mediation.
53. If mediation is not commenced or settlement is not achieved within 30 Working Days of the notice requiring mediation, the Principal and the Contractor must refer the dispute to arbitration under the Arbitration Act 1908 or any Act passed in its place.
54. If the Principal and the Contractor cannot agree on an arbitrator within the 15 Working Day period of the notice referring the dispute to arbitration, either party may request the president of the Cook Islands Law Society to appoint an arbitrator.
55. The award of the arbitrator is final and binding on the Principal and the Contractor.

Miscellaneous**Restriction on assignment**

56. The Contract can only be assigned if both parties agree in writing.

Limitations on liability

57. Any limitations on liability in this Contract do not apply to the extent only that any legislation prevents the parties from limiting their liability.

Complying with statutory requirements

58. In carrying out the Contract, the Principal and the Contractor must comply with all statutes, regulations, and by-laws of public authorities having jurisdiction over the Contract Works.

Privacy of personal information

59. Any personal information given by one party to the other must be kept private, unless expressly agreed otherwise in writing. The personal information must only be used for the purpose for which it was given.

Value Added Tax

60. All sums are shall be paid inclusive of Value Added Tax unless stated otherwise.

Finding valuables and items of interest

61. The Contractor does not own any valuables, or items of scientific or other interest, which the Contractor discovers on the Site. The Principal owns all those things unless somebody else does.

Interpretation**Words importing plural and singular**

62. Where the context requires, words importing the singular also include the plural and vice versa.

Meaning of words

63. Words have the following meanings in the contract unless inconsistent with the context.

Contract refers to the contract between the Principal and the Contractor. It is made up of the Contract Documents.

Contract Documents are the documents listed in the Contract Agreement, (C1) which together make up the Contract.

Contract Price is the amount set out in C1 adjusted as set out in this Contract.

Contract Works means everything to be carried out by the Contractor as set out in the Contract documents including temporary works.

Contractor means the person named as the Contractor in the Contract Agreement, (C1).

Directions must be in writing and include approvals, assessments, authorisations, certificates, decisions, demands, determinations, instructions, notices, orders, permissions, rejections and requirements. "Direct" has a similar meaning.

Principal means the person named as the Principal in the Contract Agreement (C1).

Person means any individual, partnership, body of persons, firm, company, or organisation whether corporate or not.

Site refers to the land, buildings and other places made available by the Principal where the Contract Works are to be carried out as identified in the Contract Agreement (C1).

Working Day refers to any day other than Saturday, Sunday, or a statutory or public holiday or any day falling within the period from 24 December to 2 January.

APPENDIX D Evaluation Criteria

The Evaluation Criteria has been drawn from the Statement of Requirements, Standard Conditions and Special Conditions as articulated in the RFT. In accordance with clause 4.7.5 of the Manual, Tenders that do not meet the Standard Conditions are deemed non-compliant.

D1 Standard Conditions

Criteria	Compliant (yes or no)
1. Tender was deposited in the Tender Box by the closing time specified in the RFT	
2. Tender is complete: contents and format contained in Appendix A of the RFT has been followed.	
3. Proposal and related documentation was submitted in the English language	
4. Tenderer has tendered to complete the whole of the works specified in the RFT.	

D2 Special Conditions

A weighted criteria methodology will be applied to this RFT to identify the Tenderer who is offering the greatest value for money.

Only fully compliant Tenders will be evaluated. An Evaluation Committee will be established to evaluate the Tenders. Expert advisors may be used to support and advise the Committee during the evaluation. Tenderers may be required to provide additional information during this time.

The Evaluation Committee will make recommendations to the CI Government Tender Committee (consisting of the MFEM Financial Secretary and the Solicitor General) for approval.

Evaluations will be conducted against the attributes outlined in the table below.

Attribute	Weight
Non-Price attributes	
1. Locally established Company/Business and maximising use of local resources	10
2. Company and subcontractor experience and track record. Has successfully completed projects are of similar nature in the Cook Islands with similar timeframe constraints	20
3. Competent engineering and supervision expertise	20
<u>Total Non-Price attributes</u>	<u>40</u>
4. Price	60
TOTAL WEIGHTING	100

D3 Risk Evaluation

The Tender Evaluation Committee will conduct a Risk Assessment for each Tender submitted. This will identify the most significant risks presented by the Tender and consider the Likelihood of the risk occurring; the consequence of that risk; and a risk mitigation strategy. In conclusion, the mitigated risk will be determined to form an overall measure of the risk represented by each Tender.

The Risk Mitigation Strategy may include the inclusion of specific clauses in the executed contract. Therefore, a Tender considered to be High Risk might still be selected subject to the Tenderer's willingness to accept the proposed contract amendments.