

# Request for Tender

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## Apii Nikao Site Preparation

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**Reference No. C39/14**

**Tender ID# 141513**

**Date of Release: 11 November 2014**

## Cook Islands Investment Corporation

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

Contact Officer

[eusenio.fatialofa@cookislands.gov.ck](mailto:eusenio.fatialofa@cookislands.gov.ck)

TENDER CLOSING TIME: 3:00 pm (CI Time)

Friday 28 November 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
NZDAA	New Zealand Demolition and Asbestos Association
NZBC	New Zealand Buildings Code
NBCFCI	National Building Code For The Cook Islands

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## Introduction

### Summary of Requirement

1. Through this RFT, the Cook Islands Investment Corporation (the 'Principal') intends to prepare the existing Avatea/Nikao school site for the construction of the new Apii Nikao which includes the removal and disposal of existing buildings, asbestos tainted soil, and asbestos cement products.
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 the lodgement and content of responses to this RFT as set out in paragraphs 7 to 15 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 locally established Contractors 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 Project Manager, Supervisors and Asbestos-removal Personnel
  - A5 Proposed Subcontractors
  - A6 Referees
  - A7 Disposal Methods for Non-asbestos Materials
  - A8 Machinery, Plant and Equipment for the Works
  - Proposed Delivery Methodology and Programme
  - Copy of Company Certificate of Incorporation
8. The envelope must be labelled "CONFIDENTIAL" and have the following information clearly exhibited on the outside:
  - TO: Chief Executive Officer  
Cook Islands Investment Corporation  
RAROTONGA
  - FROM: (Name of Tenderer)  
(Tenderers address 1)  
(Tenderers address 2)

(Tenderers address 3)  
TENDER FOR: C39/14 Apii Nikao Site Preparation  
TENDER CLOSES: 3.00PM, Friday 28 November 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 Friday 28 November 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](mailto: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](http://www.procurement.gov.ck)

## Key Dates

**Table 1: Approximate Dates for this Request for Tender**

Details	Date
Request for Tenders issued	8.00am Tuesday 11 November 2014

RFT Enquiry Cut-Off Time	4.00pm Tuesday 18 November 2014
'How to complete a compliant Tender' training session, at CIIC office, MFEM Building, Avarua, Rarotonga.	11.00am Monday 24 November 2014
Tenders close	3.00pm Friday 28 November 2014
Tender evaluation complete	12 December 2014
Supplier engaged and contract works commencement	15 December 2014
Contract works practical completion	19 January 2015

## 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. Provide all technical and administrative resources and expertise required to successfully complete the Works.
  - b. Assess and, if successful, acquire all necessary materials and personal protection equipment (PPE).
  - c. Arrange and pay for delivery of all materials to the site.
  - d. Supply all water, fuels and lubricants (if required).
  - e. Provide all tools, equipment, plant, machinery and labour, including plant hire and operators.
  - f. 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.
  - g. Attend daily site meetings with the Principals representative to review progress and, if necessary, revise work methodologies and procedures to ensure all possible hazards are eliminated.
33. The Works must be practically complete before the beginning of the new school year (19 January 2015).
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 paragraph 12 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 13 of this RFT. Telefax and electronic proposals will not be accepted.
41. The Principal reserves the right to:
  - a. Vary this RFT. Any such variation once notified by way of written amendment notice, will become part of this RFT.
  - b. Not proceed to evaluation of tenders or with negotiation with any Tenderer.
  - c. Reject all Tenders and not proceed further with the RFT process contemplated by this RFT document.
  - d. Enter into discussions and/or negotiations with any one or more Tenderers relating to matters dealt with in this RFT.
  - e. Invite selected Tenderers to participate in a subsequent closed tender.
  - f. Proceed with this RFT, another RFT or tender process or negotiations on the basis of an amended specification including innovations proposed to the Principal through this RFT process.
  - g. Waive any irregularities or informalities in this RFT process.
  - h. Amend the closing date for submission of tenders or any other date referred to or implied in this RFT.
  - i. In whole or in part, to suspend or cancel this RFT process and/or the overall process.
  - j. Further advertise or re-advertise the RFT.

## **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 five (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](http://www.procurement.gov.ck)). Tenderers obtaining electronic copies must ensure they are registered in accordance with paragraph 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 two (2) 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 delivery programme and methodology of works with sufficient details to demonstrate the Tenderers understanding of the requirements of this contract. Details to be provided should include:
- a. Details of how the Tender would execute the works, including special tasks, targets and timelines.
  - b. Descriptions on how its personnel, equipment, machinery, the site, road users, neighbouring properties and general public will be protected from all hazards on site and during removal works and how asbestos fibres will be contained, and exposures minimised or eliminated.
  - c. Proposed work procedures from the beginning to end of each work day and for the duration of the project.
  - d. Risks identification and risk management strategies.
53. The proposed delivery programme and methodology must not exceed six (6) A4-size pages in length.

### **Contractor's Design Responsibilities**

54. 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.