

Request for Tender

Tereora College – Stage 1 Works

Reference No. C41/16
Tender ID 151648
Date of Release: 24 June 2016

Cook Islands Investment Corporation

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

Official Liaison Officer

anne.taoro@cookislands.gov.ck

TENDER CLOSING TIME: 4.00 pm (CI Time)

Wednesday 18 August 2016



Glossary and Definitions

TERM	EXPLANATION
RFT	Request for Tender
Tender Team	The team that is responsible for the management of this RFT process, including the evaluation and administrative functions.
Tender Assessment Panel	The panel that will be established specifically to evaluate the submitted Tenders.
Principal	Cook Islands Investment Corporation is the Principal to this RFT and Contract.
CIIC	Cook Islands Investment Corporation
EIA	Environmental Impact Assessment
Engineer to Contract	Calibre Consulting Ltd
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 Building Code
NBCFCI	National Building Code for the Cook Islands
SIA	Social Impact Assessment

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Introduction

The Cook Islands Investment Corporation (CIIC), acting for the Cook Islands Government (CIG), is inviting tenders from suitably experienced Contractors (Respondents) for the construction work associated with the Tereora College – Stage 1 Works as further described in [Attachment 1](#) - Scope of Works and Specific Requirements (Project).

Stage 1 is funded by the New Zealand Government under the New Zealand-Cook Islands Bilateral Assistance (Aid) Programme. This is New Zealand's gift to the Cook Islands to celebrate 50 years of self-governance in free association with New Zealand.

CIIC is the Principal to the Contract, design engineer and contract administrator. Calibre Consulting NZ Ltd (Calibre) has been appointed Technical Specialist and Engineer to the Contract.

CIIC intends to identify a preferred Respondent based on the tenders received in response to this RFT. CIIC will then arrange the engagement of the preferred Respondent for the construction contract. Tenders must cover all phases of the Project which will be procured as follows below:

The project has a construction budget of up to NZ\$10,000,000 and this amount cannot be exceeded. The Respondents are invited to provide conforming tenders that meet this budget. Alternative tenders, including a design and build approach if necessary, to meet the project budget are also invited. The evaluation process will give flexibility to the CIIC to identify a preferred Respondent that can provide the project of the best value for the available budget.

Where alternative tenders are submitted, these are to be provided with a table explaining the departures from specifications or designs and the potential savings to the project. Refer to [Attachment 4](#) section 2.B.

Construction Contract

- a. The construction contract is a physical works lump sum contract under NZS 3910:2003 Conditions of Contract. The standard Conditions of Contract are NZS 3910:2003, as modified by Cook Islands special terms and conditions set out in [Attachment 5](#) - Conditions of Contract. Refer to [Attachment 5](#) for the schedules to the contract.
- b. It is intended that CIIC will be the Principal for the contract, and that the Engineer will reside with Calibre Consulting's nominated person. CIIC will have absolute discretion as to whether or not to proceed with the Project.

Respondents should note that the requirements relating to the lodgement and content of responses to this RFT as set out in sections 4 to 20 are mandatory. The CIIC will set aside any Tender that fails to comply with one or more of these requirements.

Respondents should ensure they are registered and have downloaded or received all files for this RFT including all prospective notices.

Tenders will be evaluated according to the process above and as set out in [Attachment 4](#) of this RFT.

Contents of this RFT

This RFT consists of:

i	Conditions of Tendering set out in pages 1 to 14;
ii	Attachment 1 - Scope of Work and Specific Requirements
iii	Attachment 2 - Forms to be submitted
iv	Attachment 3 - Schedule of Quantities
v	Attachment 4 - Assessment Criteria and Non-Price Attributes
vi	Attachment 5 - Conditions of Contract
vii	Attachment 6 - Technical Specifications
viii	Attachment 7 - Design Drawings Set
ix	Attachment 8 - EIA and SIA Reports
x	Attachment 9 - Miscellaneous Reports

All amendments to this RFT will be sent directly to all Respondents who have registered with this RFT and on issue will become part of this RFT. Notices will also be made available on the Cook Islands Government Procurement Website www.procurement.gov.ck and the New Zealand Government portal www.gets.govt.nz

Key Dates

The proposed timeframes for the RFT process are set out below:

Issue of RFT	On or before 24 th June 2016
Deadline for Tender Registration	12 pm (CI Time) Wednesday 6 th July 2016
Deadline for submission of questions from Respondents	12 pm (CI Time) Wednesday 27 th July 2016
Deadline for submission of tenders to RFT:	<u>4 pm (CI Time) Thursday 18th August 2016</u>
Construction Contract award	Before end October 2016
Proposed Construction Commencement	16 December 2016

Please note that this timeframe is indicative only and may be subject to change. CIIC may extend the submission deadline at its sole discretion at any time prior to the closing date by giving written notice of the extension to each registered Respondent.

Conditions of Tendering

Standard Conditions

Tender Registration

1. Prospective Respondents must register their interest to participate in this RFT process by emailing the Official Liaison Officer who will acknowledge receipt of the registration. Only registered respondents will receive notices directly as and when they are issued. It is the responsibility of the Respondent to ensure that they are properly registered for this RFT.
2. The CIIC reserves the right to extend the list of registered respondents beyond those who register interest in this RFT.

Tender Registration Closes at 12pm Wednesday 6th July 2016.

Tender Closing Time

3. Tenders must be received by the Electronic Tender Account by the following deadline, or will not be considered:

4.00pm (CI Time) Thursday 18th August 2016

Submission of Tenders

4. Tenders must comprise the following documents:
 - a. Cover Letter;
 - b. A signed and completed **Tender Statement, Form of Tender and Contractors Occupational Health and Safety Management Information**, as per the templates set out in [Attachment 2](#). Note that the contact person may be questioned during examination of the tender, or asked to provide additional information;
 - c. Executive summary, Capability, Corporate Structure, and Approach;
 - d. Non price attributes (refer to [Attachment 4](#) - Assessment Criteria and Non-Price Attributes).
 - e. A **Breakdown Schedule of Lump Sum Price and Schedule of Quantities**, as per the templates set out in [Attachment 2](#) and [Attachment 3](#) respectively. The price must allow for all the Respondent's obligations and costs in providing the services detailed in [Attachment 1](#) - Scope of Work and Specific Requirements. Note that the Breakdown Schedule of Lump Sum Price and Schedule of Quantities are to be submitted in a separate electronic file in accordance with Section 5 below;
 - f. Curriculum Vitae; and
 - g. List of Tender Tags & Clarifications.
5. Tenders must be submitted in **electronic form** only, as detailed below.
 - h. An electronic copy of the completed tender without any mention of price **must** be emailed to the Electronic Tender Account **as a single file in .pdf format** (or otherwise in a format compatible with Microsoft Office 2010) with the subject line:

"TENDER FOR: Tereora College – Stage 1 Works"

- i. An electronic copy of the Form of Tender, Breakdown Schedule of Lump Sum Price and Schedule of Quantities as per the templates set out in [Attachment 2](#) and [Attachment 3](#) **must** be emailed as a separate file or attachment in **.pdf format** (or otherwise in a format compatible with Microsoft Office 2010) to the Electronic Tender Account, with the file name of:

“BREAKDOWN SCHEDULE OF LUMP SUM PRICE & SCHEDULE OF QUANTITIES FOR: Tereora College – Stage 1 Works”

- j. For Alternative Tenders, an electronic copy of the details of the Alternative Tender as set out in section 58 and [Attachment 4](#) **must** be emailed as a separate file or attachment in **.pdf format** (or otherwise in a format compatible with Microsoft Office 2010) to the Electronic Tender Account, with the file name of:

“ALTERNATIVE TENDER FOR: Tereora College – Stage 1 Works”

Please ensure that the above is adhered to and only two (2) pdf files for conforming tenders are submitted containing the response to the RFT. Respondents may submit Alternative Tenders in addition to a conforming tender. Each Alternative Tender submission must contain only one (1) pdf file.

6. Tenders must be submitted to the Electronic Tender Account by email to:

tenders@cookislands.gov.ck

The receipt time on the inbox will be used as confirmation of receipt for the purposes of ensuring the tender submitted is within the time limit.

7. Should exceptional circumstances arise and electronic submission is not possible, requests to submit hard copy tenders are to be made five working days in advance of the deadline for submission to the Official Liaison Officer. Approval will be granted at CIICs discretion. Electronic copies of your tender will still need to be received.
8. Please ensure that the total size of the required documents and your email is **under 5 megabytes (MB)**. Any email exceeding the 5MB limit may not be accepted by our mail server and will be rejected. If your email is 5MB or larger then refer to Section 11 below.
9. The Official Liaison Officer will send a confirmation of receipt email in response to your electronic submission. If you do not receive a confirmation of receipt email within five working days from the Official Liaison Officer your tender has **not** been received.
10. CIIC bears no responsibility for and makes no guarantees as to the successful receipt of your tender. In all circumstances it is your responsibility to ensure that your tender has been received by the closing time.
11. Contact the Official Liaison Officer in advance of the deadline for submissions to the RFT if you are unable to reduce the total file size of your application under the 5MB limit.
12. Tenders submitted by fax will **not** be accepted under any circumstances.
13. Should any page limits stated in [Attachment 4](#) be exceeded, the additional pages may be removed from the response by CIIC. Font size should be a minimum of 11 point.
14. The tender is to be signed by a duly authorised officer, for and on behalf of, the Respondent.

15. All the forms set out in [Attachment 2](#) and [Attachment 3](#) of this RFT must be completed by the Respondent, and submitted with the Respondent's tender. Failure to complete all forms may make the Respondent's tender non-compliant and result in its rejection.
16. All tenders shall be firm offers. In consideration for being invited to submit, and CIIC considering, the Respondent's tender, the Respondent agrees that its tender may not be withdrawn for a period of 90 calendar days following the deadline for submissions to this RFT.
17. CIIC requires that all tenders conform to these *Conditions of Tendering*, and reserves the right to reject any non-conforming submission.
18. All tenders and related documentation in respect of this RFT must be in the English language.
19. All prices quoted must be in New Zealand dollars.
20. In order for foreign companies to carry on business in the Cook Islands, an application for approval must be sought from the Business Trade Investment Board (BTIB). Any fees associated with the registration are to be covered by the Respondent.

Confidentiality

21. Respondents should mark their tenders "Commercial - In Confidence" if they wish to protect specific information.
22. The RFT process and all information and communications in respect of it are confidential to CIIC and those involved in the evaluation process i.e. Tender Assessment Panel and Tender Committee.
23. Each Respondent agrees to keep this RFT process and all information provided in connection with this RFT process strictly confidential. No such information may be used by a Respondent in any other context, nor divulged to any other party, without the prior written consent of CIIC, although such consent is not required if the Respondent is disclosing such information to its partners, principals, directors, employees, Contractors, officers, professional advisers and related entities who are directly involved in the preparation of its tender. Each Respondent shall take all reasonable steps to ensure that such recipients do not disclose such information to any person.

Official Liaison Officer

24. All correspondence and questions relating to this RFT must be in English and in writing and directed to the Official Liaison Officer:

Anne Taoro
Project Manager / Team Leader
Special Projects Unit
Cook Islands Investment Corporation
phone: +(682) 23 139 mobile: +(682) 54 477
email: anne.taoro@cookislands.gov.ck

25. Communications relating to existing business arrangements or projects between CIIC and a Respondent will be maintained with the usual contacts. However, during this RFT process, Respondents must not solicit or discuss this RFT process or its subject matter with any person at CIIC or its agents, CIG, or any person associated with the RFT other than the Official Liaison Officer. Any breach of these requirements may lead to the offending party being disqualified from participating in this RFT process (at the sole discretion of CIIC).

Further information or clarifications

26. Questions relating to this RFT must be received in English and in writing to the Official Liaison Officer before **12 pm (CI Time) Wednesday 27th July 2016**
27. CIIC may choose to issue a Notice to Tenderers in response to questions received relating to this RFT to all Respondents. Notices shall be given in writing and shall be circulated by sequentially numbered notices to registered Respondents. Where the CIIC considers that the competitive advantage of individual Respondents may be compromised by distribution of responses to requests for information and/or clarification to all Respondents, the CIIC reserves the right to issue a response only to that Respondent. Any additional information relating to this RFT will be uploaded to www.procurement.gov.ck and www.gets.govt.nz.

Assessment of Tenders

28. All tenders received in the Electronic Tender Account by the closing time will be assessed on whether they have conformed to the Standard Conditions. Failure to comply with these conditions will result in immediate exclusion from the evaluation process. All tenders deemed compliant will proceed to the evaluation stage.
29. Tenders will be assessed by an assessment panel, convened by CIIC, against the criteria outlined in [Attachment 4](#) - Assessment Criteria and Non-Price Attributes.
30. CIIC reserves the right to clarify or request additional information from or negotiate with any Respondent before accepting any tender for evaluation.
31. Investigations may be carried out to verify the capability and past performance of the Respondent. By submitting a tender, the Respondent will be deemed to have provided any necessary authority for these investigations to be undertaken by CIIC. These investigations may include (without limitation):
 - interviews with the Respondent;
 - consultation with referees nominated in the tender and others with knowledge of the Respondent; and
 - searches to verify the business and financial status of the Respondent.
32. CIIC will not shortlist any tenders.
33. Each Respondent will be notified in writing of the rejection of its tender as soon as possible. No tender shall be deemed to be rejected unless and until the Respondent has been notified by CIIC in writing.
34. CIIC reserves its absolute discretion in the negotiation, evaluation and selection process.
35. The CIIC shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.

Notification of Acceptance

36. Unsuccessful Respondents will be notified in writing by the CIIC or their representative within ten (10) working days of acceptance of the successful tender.
37. If no tender is accepted by the CIIC within 90 calendar days after the Closing Date, each Respondent will be notified in writing by the CIIC or their representative whether their tender is still under consideration or is no longer being considered.
38. When the preferred Respondent has been identified, the CIIC will invite the Respondent to enter into negotiations based on the conditions of contract in [Attachment 5](#). Only when the parties have agreed

to the terms of the contract and executed the contract will the CIIC issue to the successful Respondent a Letter of Acceptance.

39. Respondents will not be entitled to see evaluation documents. CIIC may provide further information leading to outcome of the assessment process. However, Respondents can lodge a complaint with the CIIC against the process of how the decision to award this tender was reached. Complaints may be laid under section 41-43 of the Purchase and Sales of Good and Services Policy, Cook Islands Government Financial Policies and Procedures Manual.
40. If no tender has been accepted within the period stated, the CIIC will notify the Respondents that no tender was accepted and may:
 - a. Invite all Respondents to provide additional information;
 - b. Re-advertise the project extending the closing date of the tender. Respondents may either re-tender or provide additional information to support their existing tender already received by the CIIC; and/or
 - c. enter into negotiations with one or more of the Respondents for a satisfactory offer.

Subject to Contract

41. Tenders are submitted on the basis that no binding legal relations with CIIC are created unless and until a formal written contract based on the terms and conditions set out in [Attachment 5](#) is signed by both CIIC and the successful Respondent.
42. Without limiting section 41 above, the selection by CIIC of any tender as preferred, whether with or without negotiation, or the negotiation with an unsuccessful Respondent, shall not create binding legal relations between CIIC and the party whose tender has been selected or which is in negotiation with CIIC.

Probity

43. No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: Respondents or potential Respondents, Official Liaison Officer, tender assessment panel 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

44. The Respondent must tender to complete the whole of the Works specified in [Attachment 1, 6 and 7](#), and in accordance with the conditions of contract set out in [Attachment 5](#).

Governing Law

45. This RFT is governed by Cook Islands law, and the Cook Islands courts have exclusive jurisdiction to all matters relating to this RFT.

Contracts

46. The preferred Respondent agrees to enter into a formal written contract with CIIC and to negotiate in good faith with CIIC in relation to such contract.
47. A contract may be extended if additional work is required, at CIIC's sole discretion.

Negotiations

48. Negotiations are not permitted between the Official Liaison Officer, or any others associated with this RFT, and any prospective Respondent during the tender advertising period.

49. CIIC may enter into post offer negotiations with the preferred Respondent(s) before a letter of acceptance is issued.

Rights of CIIC

50. CIIC reserves the right to:
- a. reject all or any tender(s) and not award or accept the lowest priced of any tenders;
 - b. consider, accept or reject any Alternative tender;
 - c. seek clarification of any tender;
 - d. amend or extend any date in this RFT process on written notice to Respondents;
 - e. amend this RFT process or any associated documents on written notice to Respondents;
 - f. waive any irregularities or informalities in this RFT process;
 - g. suspend or cancel this RFT process on written notice to Respondents and reissue this RFT;
 - h. take into account any other relevant information that it may have in its possession and to make enquiries of any person to assist in the assessment process;
 - i. contact, liaise and negotiate with any Respondent(s) at any time before or after the selection of the successful Respondent(s) but after the tender advertising period has ended;
 - j. reject or not consider further any documentation related to a tender that it may receive from a Respondent;
 - k. reject any tender submitted by an individual or organisation that is ineligible for procurement (refer to Section 63 below); and
 - l. not enter into any contract in relation to the matters described in this RFT process.

The RFT Process

51. Each Respondent shall examine, or be deemed to have examined, the Conditions of Tendering, Assessment Criteria and Non-Price Attributes ([Attachment 4](#)), Conditions of Contract ([Attachment 5](#)), and any other information supplied by CIIC in writing.
52. In submitting a tender to this RFT, the Respondent accepts and agrees to be bound by the Conditions of Tendering.
53. The cost of preparing and submitting the tender shall be borne by the Respondent.
54. CIIC shall have no liability for any information it provides, or for any cost or loss to any Respondent.
55. CIIC reserves the right to negotiate without restriction with Respondents after the close of the RFT on any matter contained in the RFT, without disclosing this to any other person.
56. CIIC reserves the right to accept or reject any, or all tenders, and to cancel the RFT process, at any time, thereby rejecting all tenders, prior to any contract being awarded.
57. CIIC may vary the scope of work and specific requirements described in [Attachment 1](#) at any time, including following the closing date, by notice in writing to the Respondents still involved in the RFT at the time the scope of work is varied.

Special Conditions

Respondent Must Make Own Investigations and Enquiries

58. The Respondent must not rely solely on the information provided by CIIC or its nominated representatives. The Respondent must make all necessary investigations for it to become thoroughly informed about the works and services to be provided. It is the Respondent's responsibility to interpret and assess the relevance, accuracy and adequacy of the information provided by CIIC or its nominated representatives. It is also the Respondent's responsibility to carry out any site visits necessary.

59. The Respondent will be expected to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect its tender and which is obtainable by it by making reasonable enquiries.
60. The Respondent may request clarification or elaboration from CIIC of any of the RFT documents within the specified timeframe. All requests must be in writing to the Official Liaison Officer.

Alternative Tenders

61. Respondents may submit an alternative tender where the Respondent believes they can demonstrate innovation and/or a tender that meets the project budget. If the Respondent wishes to submit an alternative tender this must be in addition to a conforming tender to enable the assessment panel to evaluate any benefits of the alternative tender against the conforming tender. The respondent must clearly demonstrate the benefits of the alternative tender to assist with the evaluation and assessment of the alternative tender, and this must be placed in a table as noted in Attachment 4. CIIC reserves the right to accept or reject any proposed alternative tender. For guidance when CIIC assesses an alternative tender, the Respondent should demonstrate within their alternative tender the additional value that CIIC would receive. These values would generally be:

- Alternative products or solutions that provide better value;
- Decreased specification in items that lower the cost of the items;
- Alternative construction techniques;

Additional non-tangible benefits would include:

- increased benefit to the local community including local labour components and increased social economic impact;
- increased impact on our strategic drivers or enablers for growth;
- financial benefits to the community;
- added value to the Project.

Public Statements

62. No advertising, press release or other information relating to the acceptance or submission of any tender shall be published in any newspaper, magazine, journal, website or other medium without the prior written consent of CIIC. Respondents, including successful Respondents, must not make any public statements to any third party in relation to any aspect of this RFT process or the awarding of any contract without the prior written permission of CIIC.

Ineligibility for Procurement

63. Any individual or organisation (including, as CIIC deems relevant, an organisation's named personnel, directors or equivalent) which meets any one of the following criteria will be ineligible to provide tenders or act as a subcontractor for this opportunity:
- Inclusion on the New Zealand Police "Designated individuals and organisations" list. See <http://www.police.govt.nz/service/counterterrorism/designated-terrorists.html>.
 - Inclusion on the World Bank "Listing of Ineligible Firms and Individuals". See <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>.
 - Has become declared bankrupt or insolvent; including having an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or otherwise becomes subject to any form of external administration.
 - Has been convicted of a dishonesty offence; including such offences as theft, conspiracy, bribery, corruption, misappropriation, falsification of documents, non-authorized release of information, collusion and influencing decisions that will result in a personal benefit.

Declaration of non-collusion

64. As part of the Respondent's Declaration in the Tender Statement ([Attachment 2](#)), all Respondents must sign a declaration of non-collusion with their tender submission. CIIC requires Respondents to observe the highest standard of ethics during this procurement process. In pursuance of this context CIIC:
- a. defines, for the purposes of this section, the terms set forth below as follows:
"Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - b. will reject a tender for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in collusive practices in competing for the contract in question.

Conflict of Interest Declaration

65. A conflict of interest arises when a Respondent's integrity, objectivity or fairness in performing the services is at risk due to a personal interest or conflicting business arrangement of the Respondent, or a person or organisation associated with the Respondent.
66. Respondents must disclose in their tender any potential or actual conflicts of interest that they may have or may be perceived to have, in respect of their responsibilities to CIIC and other parties in the course of delivering the services, should they be selected as the successful Respondent. Where potential or actual conflicts of interests are identified, the Respondent must specify how this will be managed in order to provide assurance that it will not adversely impact the performance of any services.
67. The Respondent and any person or organisation associated with the Respondent, must not directly or indirectly provide any form of inducement or reward to any employee of CIIC, or any of their respective representatives in relation to this RFT process.

Document fees

68. The Respondent is required to pay a non-refundable fee of NZ\$100.00 on collection of a printed copy of the Request for Tender documents.
69. 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). Respondents obtaining electronic copies must ensure they are registered in accordance with section 1.

Repudiation of Contract

70. If a Tender is accepted and before taking possession of the Site, the Respondent withdraws from the Contract or does not sign it within two (2) Working Days of the CIIC asking the Respondent to do so, the CIIC will regard the Contract as having ended.

ATTACHMENT 1 - SCOPE OF WORK AND SPECIFIC REQUIREMENTS

1. INTRODUCTION

This attachment sets out in summary form the proposed scope and specific requirements for the construction of two new buildings at the Tereora College, Administration Block and Technology Block, and building services and furniture. The administration building will be built along the western boundary on the North West corner of the site. The technology block will be built over the existing courts area in the centre of the college.

For the purposes of this RFT, each Respondent must state any assumptions made in their tender submission as to standards, codes of practice, manuals, rules and work methods that have been used in compiling their tender.

2. BACKGROUND INFORMATION

The Cook Islands Investment Corporation (CIIC) acting for the Cook Islands Government (CIG), is inviting tenders from head Contractors for the project.

The Cook Islands Ministry of Education intends to model a 21st century schooling system that seeks to explore and celebrate new ideas. Providing innovative learning environments (ILE's) is one of many ways to achieve this goal.

The majority of government schools in the Cook Islands, including Tereora College, were constructed between the 1950's and 1970's. During this era, the industrial-style-model of teaching (where students are the passive receivers of information transmitted by the teacher) was seen as the most effective way to educate students. Since then, teaching practices and student learning needs have changed significantly. There is great demand for innovative learning environments that support active student-centred learning, and which offer users flexibility, openness, and equal access to resources.

The outcomes to be achieved by the Project are:

- The completion of stage 1 works of the overall development plan for Tereora College;
- Construction of world class administration and modern technology blocks for the school;
- Complete the construction within one calendar year;
- Keeping the school operational during the works; and
- Civil works associated with the new buildings and new road (by others);
- Landscaping works (by others);
- Improving the education provided by Tereora College and the Cook Islands.

CIIC has completed the detailed design for the Tereora College and has applied to the CIG for building construction approval. Consents will be issued prior to works commencing.

CIIC wishes to proceed with the tendering phase of the Project, with construction planned to start in late 2016.

3. SCOPE OF WORK

3.1 General

The works for the stage 1 of Tereora College is for the complete buildings, services, furnishing and commissioning of the works within the designated works area.

3.1.1 Administration Building

The administration building is an approximately 1300m² two storey masonry building. The building will contain staff and administration facilities, library, study space, health and counselling facilities.

The building typically has the following construction type:

- Slab on grade for ground floor with shallow masonry footings
- External masonry walls and timber and glass internal partition walls
- Concrete rib and timber floors system for first floor and
- Steel framed and lightweight steel clad roof.

3.1.2 Technology Building

The technology building is an approximately 1300m² two storey masonry building. The building will contain workshop, labs, catering, seminar and canteen facilities.

The building typically has the following construction type:

- Slab on grade for ground floor with shallow masonry footings
- External masonry walls and timber and glass internal partition walls
- Concrete rib and timber floors system for first floor and
- Steel framed and lightweight steel clad roof.

3.1.3 Subcontracting

Given the breadth and depth of the expertise needed to deliver this Project, Respondents may be required to sub-contract some elements of the work. Respondents are encouraged to subcontract local companies and suppliers where possible. Respondents who wish to sub-contract any element of the work for the Project must include the following information in their tender:

- which elements they may potentially subcontract;
- why this is the best method of delivering those components of the work;
- their approach to managing the quality and delivery of the sub-contracted work; and
- the names of any potential subcontractors.

3.2 Scope

The scope of work in the contract includes, but is not limited to the following:

- Establishment at the school and fencing off the Contractors allocated area and creating temporary access for site and school.
- Maintaining all services to the school during the duration of the project.
- Limiting of noise on site during crucial periods of the project.

- Construction of the Administration and Technology Blocks includes the following activities:
 - supply and delivery of all materials;
 - construction of the new building structure, including foundations and bulk filling;
 - installation of all ancillary building services, including but not limited to electrical, plumbing, ventilation, fire services and data cabling;
- supply and delivery of furniture, appliances and fixtures;
- management of the environmental and associated issues during the construction;
- preparation of operations manuals and provision of training for school maintenance personnel;
- removal of rubbish, tidy up and re-vegetation of the site;
- management of the customs clearance and quarantine risks from imported plant, equipment and materials.
- Liaison with Engineer and other contractors on the site for:
 - Power and water supply
 - Civil drainage, roading and earthworks
 - Landscaping works
 - Access

3.3 Civil & Landscape Works Liaison

The civil works for the project will be carried out by local contractors and local authorities before and during the works by the building works Contractor.

The works covered by the other contractors on the site is as follows but not limited to:

- Removal of asbestos contaminated ground materials and disposal on site.
- the demolition and removal of six existing buildings, including disposal of materials at the local refuse area or site set aside for recycling.
- Relocation of existing technology block and relocating to available section on the other side of the school.
- Bulk excavation of site areas and disposal of unwanted fill off site.
- Installation of temporary power and communications supply.
- Installation of main stormwater and sanitary drainage, watermains, and power lines.
- The watercourse on the western side of the site is to have new culverts installed for access crossings and be lined with rip-rap rock to prevent future scour.
- Construction of a new access road, parking and landscaping paths outside of the building areas.

The Contractor shall liaise with the Engineer and other contractors for the connection of the new buildings to main stormwater and sanitary drainage, watermains, and power lines. All connection costs shall be covered by the Contractor.

The proposed connection points are shown on the Civil Drawings and Construction Management Plan.

4. PROJECT & SITE REQUIREMENTS

4.1 General

The works defined below are the general requirements for the project, but is not an exhaustive list of obligations required under the contract.

4.2 SPECIFIC REQUIREMENTS

4.2.1 Legal Compliance

The Contractor is required by law to comply with all Cook Islands Acts, Regulations and Bylaws and all amendments to them, including (but not limited to):

- Cook Islands Environment Act 2003 and subsequent consent conditions of the Environmental Impact Assessment;
- Employment Relations Act 2012;
- Building Controls and Standards Regulations 1991, the National Building Code 1990 and the Partial Commentary on the National Building Code 1990;
- Disability Act 2008;
- Cook Islands Workers Compensation Ordinance 1964 and the Employers Liability Insurance Regulations 1965;
- Cook Islands National Superannuation Act 2000;
- Customs Revenue and Border Protection Act 2000;
- Dangerous Goods Act 1984;
- Development Investment Act 1995-96;
- Entry, Residence and Departure Act 1971-72;
- Public Holidays Act 1999 and its amendments; and
- Public Health Act 2004 and its regulations.

As a New Zealand-funded project, the Contractor is also required to comply with the following regulations:

- Health and Safety at Work (General Risk and Workplace Management) Regulations 2016; and
- Health and Safety at Work (Asbestos) Regulations 2016.

Where any provisions contradict Cook Islands laws, the Cook Islands laws will take precedence. Copies of applicable laws can be obtained from the Cook Islands Parliamentary Services (ph +682 26500) or the respective regulatory body.

4.3 SEPARABLE PORTIONS

The separable portions for the works are as follows, with deadlines noted below:

No.	Separable Portion	Date for Completion
1.0	<u>Establishment Works</u> <ul style="list-style-type: none"> • Establish site fences, temporary power and water supplies, site sheds • Liaise with civil works contractors • Final trim for foundations, foundation compaction and preparation for foundation works. 	27 January 2017
2.0	<u>Completion of Base Build</u> <ul style="list-style-type: none"> • Completion of main structure of both buildings • Installation of windows, linings and cladding • All buildings services commissioned • Painting and furnishing completed 	30 November 2017
3.0	Supply of Furniture	15 December 2017

4.4 Environmental Control

An Environmental Impact Assessment report has been submitted to the National Environment Service (NES) for approval. The report contains an Environmental Management Plan as a guide.

A Social Impact Assessment report was also prepared, and contains key social and gender risks and mitigation strategies.

The Contractor will be required to develop, implement and maintain procedures, which comply with and amplify the environmental and social management requirements and do not breach any conditions which may be imposed by NES.

These procedures are to be detailed within the Project Plan and are to be followed throughout the Project.

4.5 Hours of Works & Noise

4.5.1 Hours of Works

Work on site is restricted to:

Weekdays: 7am to 7pm

Saturdays: 8am to 5pm

Sundays: No Works

Public holidays: No Works are permitted Christmas Day & Easter/Good Friday.

No Works are permitted during the national commemorative ceremonies on Anzac day and Ra o te Ui Ariki.

Work outside these hours may be permitted, but will need formal consultation and approval from the Engineer.

The Contractor is to inform themselves of local holidays and observations of local cultural requirements. No works are permitted on Christmas Day and Easter/Good Friday. Work on Anzac day and Ra o te Ui Ariki is not permitted until after the conclusion of the respective national commemorative ceremonies.

4.5.2 Noise

The noise on site is to be limited during school operating hours which are 8am to 3pm. Also during November Exam periods all noise from the site is to be eliminated during examination hours.

The Contractor is to coordinate works so that items of works such as demolition, heavy earthworks, shot firing etc is not carried out during school operating hours. Minimise the effects of noise generation by including in the planning of the work such factors as placing of plant, programming the sequence of operations and other management functions. Limit construction noise to comply with the requirements of NZS 6803, and the New Zealand Health and Safety in Employment Regulations 1995 clause 11.

Radios or stereos are not allowed on site.

4.6 Site Facilities Stockpile and Storage Locations

4.6.1 Fencing

The Contractor is to install perimeter fencing around the nominated Contractor's area. The fencing is to be suitable as to secure the site from unauthorised access. In the areas adjacent to the school the Contractor is to install solid fencing to avoid distraction of the day to day operations of the school.

Refer further to item 4.8 below.

4.6.2 Site Facilities

The Contractor is required to provide their own site offices, sheds, storage facilities in the area nominated on the Construction Management Plan.

The Contractor will be required to provide their own temporary toilet facilities for the site. It is expected that 'porta-loo' or similar toilets are used. The toilets can be connected to the water and sanitary supply system with suitable approvals being made.

4.6.3 Storage

The site is restrictive and the Contractor is recommended to negotiate and pay for suitable private storage nearby.

The Contractor is to store all cut material for re-use on the site with suitable coverings as required.

The Contractor is to be aware of storage of fill or material around trees or near the waste water treatment system due to the location of underground tanks.

4.6.4 Silt & Sediment Control

The Contractor is to install suitable silt and sediment control during the works to what is considered good practice. As a minimum the following is required:

- Coverings over fill piles/mounds
- Installation of silt fence along water course
- Diversion of overland flow away from open cut areas and foundations.

The Contractor is to adhere to any requirements outlined in the EIA ([Attachment 8](#)).

4.7 Asbestos Removal (by others)

Asbestos has contaminated the ground around the buildings due to the previous roof sheeting being asbestos super six and the lack of guttering on the buildings.

The contaminated soil around the buildings will be excavated and disposed of on site. This will be carried out by another contractor before the building works Contractor establishes itself on the project site. The proposed burial site, as identified in the Construction Management Plan, is under the bike parking lot at the north end of the new Administration building. Throughout the project construction period the contaminated soil will be buried under at least 1 metre of clean fill. At the conclusion of the project the burial area will be sealed over with concrete paving for bike parking.

The Contractor must ensure the burial site is not disturbed during construction work.

4.8 Temporary Site, School & Road Access

4.8.1 Road Access

The access road through the school is to be closed for the duration of the works on site.

The Contractor is to erect and maintain 'Road Closed' signs along the road for the duration of the project. The sign is to be a 600mm RG16 Sign as defined by the New Zealand Transport Agency's Manual of Traffic Signs and Markings.

4.8.2 School Access

The Contractor is to create a temporary access point for the school at the bottom of the site adjacent to the main road. Refer to the Construction Management Plan for details.

4.8.3 Site Access

The Contractor is to install and maintain their own access to the site from either or both the main road to the south of the site.

4.8.4 Traffic Management & Control

The Contractor is to provide a Traffic Management plan for the project. The traffic plan is to outline and take in to regard the following items:

- Ensuring deliveries are outside of school entry and release times.
- Provision for craneage and delivery of items
- Traffic control at entry to the site
- Removal of debris from the entry ways and roads
- Warning signs for the works and 'turning trucks'

The Contractor will be required to liaise with the school, other contractors on site and utilities providers.

Intermittently access to the Stadium grounds is required through the site, as shown on the Construction Management Plan. The Contractor will be required to keep this area clear of any items that cannot be readily moved.

4.9 Relocation of Existing Technology Building (by others)

The existing Technology Building, a light timber framed building on timber piles, will be relocated to another part of the site for use by the school during or before the construction works.

4.10 Demolition (by others)

The demolition of the existing structures shown on the site plans will be carried out during or before the construction works.

The existing Administration building will be demolished in December 2017. The Contractor is to make reasonable allowances for others to access the site to demolish this building so as not to cause any delays to the demolition programme.

4.11 Services/Drainage Relocation & Temporary Services to School

4.11.1 Services Relocation & Temporary Supplies

The Contractor is to work with the other contractors on site to ensure all services relocations are completed before the start of the 2017 School calendar year. During the school year additional works maybe carried out but will be programmed with the Contractors and typically to occur outside of class time and not to affect school services.

4.11.2 Temporary Supplies to the school

Other contractors and local authorities will divert current water supply, sanitary sewer drainage, electrical and phone lines to the school before the school year commences to ensure the school is operational for the start of the 2017 School calendar year.

The building works Contractor is to take note of the location of temporary and permanent underground services, and ensure these services remain undisrupted during the period of the project.

The Existing Services and Utilities Plan shows the proposed location of the temporary or diverted water supply, sanitary sewer drainage, power, and communication lines within the vicinity of the project site.

4.12 Public Services Connections & Works

All works on, or connections to, public services will require approval from all relevant authorities.

4.12.1 Power

Te Aponga Uira (Rarotonga Electricity Authority), ph: (682) 20 054

4.12.2 Telecoms

Bluesky Cook Islands, ph: (682) 123

4.12.3 Water Supply

Ministry of Infrastructure, ph: (682) 20 321

4.12.4 Sanitary Sewer

Cook Islands Investment Corporation, ph: (682) 29 391

4.12.5 Stormwater

Cook Islands Investment Corporation, ph: (682) 29 391

4.13 Temporary Power Supply

The Contractor is to arrange their own power supply, 'builders-box' or similar. The supply is to be taken from the supply point as shown on the Power Relocation Plan, and arranged with the Electrical supplier.

The Contractor is responsible for all coordination and costs related to the connection and the electrical charges. The Contractor is also responsible for removal of equipment at the end of the Project.

Proposed location for supply to the new building is shown on the Power Relocation Plan.

4.14 Water Supply

The Contractor is to arrange and maintain their own supply of potable water from the school site. The Contractor is to limit the use of water where possible due to limited supply of water in this area.

The water supply is intermittent in this area of Rarotonga. The Contractor is to install temporary tanks, possibly tanks specified for the rainwater storage onsite, and have these filled for their water supply during periods of water shortage.

The Contractor is also responsible for removal of all equipment upon completion of the Project.

4.15 Fill Material

The Project may require fill material for filling up to slab levels, or for any foundation or subgrade undercuts.

Existing material can be 'cut to fill' across the site as agreed with the Engineer. The bulk cut of the site will be completed by the civil works contractor at the start of the works period. The final levels and filling works are to be completed by the Contractor.

The Technology block is to be built on the existing hard court area of the school. This area has approximately 600-900mm of non-engineered fill across the area of the proposed building. The non-engineered material is to be removed to a level of good natural ground, under the guidance of the Engineer, and re-compacted as per the requirements of the technical specification and the Engineer.

The Administration block will require cut and fill operation and is to be compacted to requirements of the technical specification and the Engineer.

Additional fill material can be sourced from local suppliers. The quality and type of fill is to be agreed with the Engineer prior to carting to site.

4.16 IT Systems

Although the installation of IT is limited to the installation of the 'base build' communications network the installation is to be coordinated with the Ministry of Education's Director of Information Technology and Communications.

Specific quality checks for the installation will be carried out by the Ministry of Education.

Testing of all communications lines and cabling is intended to test for the quality of the connection and not just the presence of a connection signal. Certification is to be provided that all lines are operational.

4.17 General Waste

The Contractor is responsible for removal and transport of all waste from the site. All general waste shall be removed from site and disposed of at either the Rarotonga landfill or at an alternative site nominated by the Contractor and approved by the National Environment Services. Refer to any waste disposal requirements in the EIA report.

4.18 Disposal of Vegetation

The Contractor will, at its own cost, dispose of any other organic waste.

4.19 Ventilation Systems

4.19.1 Dust Extract System in Trades Rooms

The dust extract system will require design and build once the final location and type of equipment is known.

The Contractor is to allow to build in place or have locally manufactured parts of the extract system. Due to programming it is likely that the requirements will be known at the end of the construction programme and will lead to delays if the items are manufactured and shipped from offshore.

4.19.2 Air-conditioning Unit Supply

The air-conditioning units selected in the design drawings can be replaced by similar units by a reputable manufacturer by negotiation with the Engineer.

The Contractor is to negotiate supply, guarantees and available maintenance for the air-conditioning units selected.

4.20 Disposal of Existing Trees (by others)

Trees to be removed will be completed by the civil works contractor at the beginning or before the construction period.

4.21 Protection of Existing Trees

All existing trees which are to remain are to be suitably fenced off by the Contractor to avoid accidental damage or storage of material underneath them.

4.22 Consent Authority Approvals and Inspections

The Contractor, with the assistance of the Engineer, will allow for and coordinate all inspections of the works by local authorities including National Environment Services, Ministry of Health and Ministry of Infrastructure.

4.23 Spare's or Incidental Items

Where spare equipment or incidental items such as light fitting or keys are supplied as part of the contract the Contractor is to obtain a signed receipt from the Principal before transfer of these items.

A full table schedule of supplied items is to be produced for inventory and re-stocking purposes for the school.

4.24 As-Built Drawings, Warranties & Operations Manuals

Prior to the issue of the Certificate of Practical Completion, the Contractor shall supply the Engineer with "as-built" drawings, warranties and operations manuals.

As-builts

The Contractor shall supply "as built" drawings for each applicable trade at the completion of the Contract Works outlining any changes made during construction.

The "for construction" drawings will be made available if requested in pdf format as a basis for producing the "as-built" drawings. Electronic dwg files may be available on a case by case basis.

Plumbing, electrical and mechanical schematics are to be provided as part of the as-builts. Installed appliances are to be shown on the drawings and table/schedule provided showing the make, model and reference number for the appliance.

The supplied fittings such as the following are to be scheduled with make, model and part numbers:

- Taps
- Basins/Sinks
- Toilets
- Air-conditioning Filters
- Fans
- Light Switches
- Light Fittings

Warranties and Operations Manuals

The Contractor shall provide all operations and maintenance documentation necessary for the School administration to operate and maintain the building. This documentation is to include (without limitation):

- a complete list of Subcontractors' names, addresses and telephone numbers noting which portions of the Contract Works have been provided by each Subcontractor;
- a complete list of equipment and appliances including serial numbers, manufacturer's names and sources of supply;
- copies of all manufacturer's product literature containing maintenance requirements/instructions;
- final "as-built" drawings in both .pdf and .dwg format; and
- Originals of all warranties and guarantees properly executed.

The operations and maintenance documents are to provide a clear overview of maintenance activities and expected frequency; refer to table in 4.25 for typical items.

The Contractor will submit these documents in final form in electronic pdf form, with a contents index, the Contractor's name, the date of Practical Completion and titled on the binding edge "Operation and Maintenance Information for the Tereora College Stage 1 Buildings".

4.25 Maintenance Training

Prior to handover of each building the Contractor is to provide training to the school staff who will have the responsibility to maintain each building.

The Contractor is to make allowance for two days training in relation to at least each of the five sub-trades set out below (a total of 10 days), which will be delivered by tradesmen employed on the installation works.

A typical description of the training topics is outlined in the following table:

Trade/Item	Typical Description of Items to be Demonstrated
Building	<ul style="list-style-type: none"> • Oiling of door/window locks and hinges. • Washing of roof and wall claddings. • Cleaning of gutters and roof.
Plumbing	<ul style="list-style-type: none"> • Location of all shut off valves. • Location of all drainage flushing/inspection points, and cleaning out of such. • Changing and servicing of taps. • Location and servicing of non-return valves. • Required checks on water tanks and first flush devices. • Sewer pump station operation and maintenance, including control system and pump maintenance.
Electrical	<ul style="list-style-type: none"> • Layout and location for all distribution boards, and how to check fuses and residual current devices (RCDs). Testing procedures for each. • How to replace light bulbs and fittings.
Ventilation	<ul style="list-style-type: none"> • Location and layout of all ventilation systems. • Use and maintenance of the dust extraction systems. • Demonstration of how to service units and replace filters. • Demonstration of the typical issues and minor repair to the units.
IT	<ul style="list-style-type: none"> • Layout and labelling system for the data network. • Testing and checking of data lines

The items described during the training should be incorporated into the operations and maintenance documentation noted above. Details of staff trained by the Contractor and the topics covered are to be recorded and the staff should sign the documents to demonstrate that they have received the training.

4.26 Road Protection or Reinstatement

The Contractor is to either provide to protect existing roading surfaces and pavements and/or reinstate the pavements and surfacing.

4.27 Site Signboard

The Contractor is to allow for a 1200x1200mm project signboard to be erected at the front of the school.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 General

The Contractor's responsibilities as part of the construction contract will include:

- co-ordination of the works to manage all physical activities to protect the local residents from adverse effects from noise, dust, and disruption of traffic;
- provision of all plant, equipment, labour and materials required to complete the Project;
- provision of weekly e-mailed progress reports describing tasks completed during the past period and listing the tasks to be carried out during the next week ahead. Reports will be sent to the Engineer's Representative for distribution to the Project Steering Group (PSG) which includes CIIC, MoE, Tereora College Representatives, MFEM, ICI and New Zealand High Commission.
- ensuring that the Contractor's Project Manager attends, and provides reports on, weekly project meetings with the Engineers Representative and NZ Based Engineer via teleconference;
- provision and execution of a Project Plan (as further described in section 5.2 below) outlining how the successful outcomes will be achieved throughout the Project. The Project Plan is to address (among other things) quality management, environmental and social impact, and health and safety;
- Compliance with permits and local regulations relating to the works;
- submission of material data sheets and product specifications for review and approval by the Engineer; and
- Provision of operations manuals and "as-built" drawings in both pdf and .dwg format.
- Submission of construction certification of all works at the completion of the project.

5.2 Project Plan

The Contractor is to prepare a comprehensive Project Plan for the implementation, coordination and maintenance of the Contract Works.

The Project Plan is to address the following:

- environmental & social management;
- health and safety approach;
- communication & complaints;
- quality planning & management; and
- waste disposal.

As part of the Project Plan the Contractor is to provide checklists, reporting templates and the frequency at which they will provide these to the Engineer.

The Contractor should refer to the EIA for minimum requirements for waste disposal, communications, rehabilitation of habitats and safety, and what the reporting frequency for these are.

Where the Contractor has standard 'plans' for quality or health and safety etc these may be appended to the Project Plan and reference to these noted in the main document.

No work shall commence until the Engineer has accepted the Project Plan. The Project Plan shall be submitted to the Engineer for approval 20 Days before Contract Works commences.

5.3 Health and Safety

To facilitate a safe working environment and encourage industry best practice throughout the contract, the Contractor is required to develop, implement and maintain health and safety procedures that comply with the requirements of the New Zealand *Health and Safety at Work (General Risk and Workplace Management) Regulations 2016*. The Contractor shall demonstrate conformity with the before mentioned regulations in the Contractor's Project Plan.

5.3.1 General Requirements

The Contractor shall take all practicable steps to:

- i. prior to mobilisation, identify any significant hazards and appropriate means of eliminating or mitigating those hazards;
- ii. make the Site and the Contract Works safe and provide and maintain a safe working environment;
- iii. ensure that all those working on or visiting the Site are aware of the rules governing Site safety, are properly supervised, and are not unnecessarily exposed to hazards;
- iv. maintain proper procedures for dealing with any emergencies that may arise;
- v. immediately investigate accidents, identify their cause and maintain a register of accidents and serious harm; and
- vi. provide a copy of any report which the Contractor is required to make to a public authority on any accident which is associated with carrying out the Contract Works and results in serious harm to any person.

5.3.2 Site specific health and safety plan

The Contractor shall prepare a site specific health and safety plan as part of the Project Plan. The site specific health and safety plan shall cover all people on Site and the general public, and will include (without limitation) the following items:

- identification of existing and potential construction hazards and risks;
- control measures to eliminate, isolate or minimise construction hazards;
- the equipment to be used to minimise the hazards;
- the maintenance of a register of hazards for the Site;
- the name and qualifications of the Site safety person;
- emergency procedures;
- workplace and first aid facilities, and personal protective equipment to be provided;
- the methodology for notifying, recording and investigating accidents and injuries, including procedures for monitoring exposure and health risks; and
- any other necessary considerations.

5.4 Communication & Project Management

5.4.1 Meetings

Teleconference meetings will normally be held weekly, and will be attended by the following persons:

- Contractor's Representative
- School representative;
- Principal's Representative and Contract Administrator;
- Engineer – Calibre Consulting Limited;
- Engineers Representative – CIIC

A suitable time and place for the meetings will be agreed with the Engineer at the commencement of the contract.

5.4.2 Site Meeting Minutes

The contract administrator is to keep full minutes of all Site meetings and will arrange distribution of such minutes to all those involved within 3 Days.

The minutes are to record:

- documentation and information issued and required;
- directions and variations issued;
- confirmation of contract insurances;
- programme;
- general business;
- Site health and safety and audits of the Project Plan; and
- payment claim processing including costing variations.

5.4.3 Weekly Reports

The Contractor is to provide a weekly report on the Project to the Engineer, who will then distribute the report to the members of the PSG (including CIIC) as needed. The report is to outline the following items:

- health and safety incidents, including health and safety meeting notes;
- progress of works during the relevant period, including comprehensive photos of the works completed;
- works compared to programme;
- works to be completed in the following week;
- quality issues or tests/inspections carried out;
- programme of delivery of materials; and
- any outstanding information required, risk items or issues that may affect progress.

5.4.4 Means of Communication

Communications between the parties shall be as follows:

Directions:	In writing delivered by email
Meeting minutes:	In writing delivered by email
RFI's:	By email or in writing to the Contract Administrator, cc to Engineer

5.5 Quality Planning & Management

The Contractor shall develop, implement and maintain a quality planning and management system based on the Contractor's quality procedures, and will comply with relevant recognised and specified standards. The Contractor is to detail their approach to quality management within their Project Plan. Nothing in the Project Plan shall take precedence over the requirements of the Contract Documents.

The Contractor is required to carry out and record regular checks of material quality and accuracy, including, but not limited to:

- concrete quality and finish;
- dimensional accuracy of structural column locations (following completion of foundations);
- finish and touch up of all paint works;
- all perimeter columns and frames for plumb;
- levels of all floors relative to the site datum;
- framing timber moisture content;
- flashing and all weatherproofing elements;
- commissioning and testing of all electrical, plumbing and mechanical fixtures; and
- providing all materials, plant, attendances, supervision, inspections, programming and commissioning to ensure the required quality standards are met by all Project personnel.

The contractor is to provide the results of the testing in their weekly reporting.

5.6 Partnering & Communications

CIIC believes strongly that the maximum value and benefit will be delivered to both contract parties and the New Zealand Aid Programme when a partnering philosophy is adopted. This means that both parties need to understand the culture, values, and key business drivers of the other, and commit to work together to create a relationship that supports these imperatives, and is open, committed, proactive, and professional.

5.7 Programme of Work

The Contractor shall submit a written programme of work for approval by the Engineer. The programme submitted shall clearly identify a critical path. The contract shall be carried out in accordance with, and in the sequence of, the approved programme of work. When programming the work, the Contractor shall take particular account of the EIA conditions. The programme must be updated on a monthly basis and sent to the Engineer, showing any changes from the initial programme.

The programme of work is to take into account, as much as possible, shipping delays for materials into Rarotonga. The Contractor is to ensure materials are shipped well in advance of proposed works and this is to be indicated on the programme of work.

The Contractor is to allow in their Programme of work 10 Days for shipping delays and 15 Days for inclement weather, a total aggregate of 20 Days. Any requested extension to the programme of work must be explained in writing to the Engineer, with proposed methods of acceleration provided.

5.8 Site Workers Approval

All overseas workers must obtain a Cook Islands Work Permit from the Ministry of Foreign Affairs and Immigration (MFAI), refer to www.mfai.gov.ck. The MFAI application process includes a police and medical check/clearance.

Any person (local or overseas worker) convicted of either one of the following offences is prohibited from working on the project site:

- Homicide and related offences;
- Sexual assault and related offences;
- Abduction, harassment and other offences against a person; or
- An offence involving child pornography, child abuse or child prostitution.

The Contractor must ensure the above is adhered to and the appropriate Police checks are carried out. The Contractor must submit a list of all on site personnel and maintain records of Police certificates for inspection by CIIC as or when necessary.

5.9 Sub-Contractors & Local Employees

The Contractor is encouraged to employ local staff, tradesmen and sub-contractors as part of the works. The following is guidance and requirements for engagement of staff and Contractors for this work.

5.9.1 Local Employees

The Contractor must comply with the minimum conditions of employment in the Employment Relations Act 2012, the Cook Islands Workers Compensation Ordinance 1964, and the Cook Islands National Superannuation Act 2000, and any other laws related to the employment of local employees.

5.9.2 Sub-Contractors

The contractor is requirements to follow Cook Islands Law for engagement of local companies or sub-contractors.

Supply of locally made furniture or fittings may be considered for the project.

5.10 Customs, VAT & Local Taxes

The Contractor is required to register their business with the Revenue Management Division (RMD), Ministry of Finance and Economic Management, and obtain an RMD number.

The Contractor must pay all VAT, Customs Duties, and PAYE for local employees, and file tax returns as required by the RMD.

All taxes must be allowed for in the tender price, which will be reimbursed with the Contractor's claim.

5.11 Approval to Work in Cook Islands

The Contractor is required to register their company to work in Cook Islands with the Business Trade Investment Board (BTIB), as required under the Development Investment Act 1995-96 and its Code and Regulations. The Contractor shall cover all fees associated with the registration process.

Contact details for the approval process are btib@cookislands.gov.ck or ph: (682) 24 296.

The Contractor is to provide evidence of BTIB registration to the Engineer 20 days prior the works commencing.

Overseas Staff are required to have Work Permits, as per 5.8 above.

5.12 Shipping and Handling

The Contractor is to review the limitations for shipping and handling of goods, materials and plant into the port facility in Rarotonga. There are container size and weight restrictions, and limited transport options within Rarotonga.

The Contractor will be responsible for payment of all clearance and port fees, and transport related costs. Value added tax, excise tax, or similar taxes, duties, levies or charges in relation to any goods, materials and plant imported for the Contract Works must be paid by the Contractor (refer to section 5.10 above on tax requirements).

5.13 Ordering of Materials

The Contractor must order all materials within 3 weeks of commencement of the contract. The Contractor is to keep records of all order receipts. The Contractor is to identify any unavailable materials plant or fixtures within one week of order.

5.14 Guarantees/Warranties

The Contractor is to provide the guarantees or warranties as specified under each trade section of the specifications.

The Contractor is to ensure guarantees or warranties for materials, furniture, fittings and appliances are transferred from country of purchase to Cook Islands. Where these guarantees or warranties are not available, the Contractor is to notify the Engineer prior to ordering the materials, appliances, furniture and/or fittings.

5.15 Accommodation

The Contractor shall be responsible for provision of suitable accommodation for staff during the period of the Contract Works.

5.16 Marine Insurance

The Contractor is to take out and maintain marine insurance for all plant and materials being shipped as part of the works. The marine insurance is to be in the joint names of the Principal and the Contractor.

The Contractor shall provide the Engineer with evidence of the marine insurance at least two Days prior to Plant and Materials departing their country of origin.

All Plant and Materials shipped shall be labelled to the effect that the goods are the “Property of the Cook Islands Government – Tereora College Stage 1 Works Project”.

5.17 Plant and Vehicles

The Contractor is to ensure all plant and vehicles employed for the duration of the works are in good working order and safe condition.

All vehicles shall have a current certificate of fitness from the country of origin prior to arrival in Rarotonga and the Contractor will ensure that the vehicles and plant comply with all relevant Cook Islands laws.

5.18 Supervision

The Contractor is responsible for providing suitable supervision to works being carried out onsite.

Engineers Representative will review works being carried out but does not release the Contractor from the obligation of quality and correctness of works completed.

5.19 Site Security

The Contractor is to provide, or make provision for, security of the building site, site facilities and storage yards.

6. TECHNICAL REQUIREMENTS

6.1 Standards & Code of Practice

All works are to be carried out in accordance with the Building Controls and Standards Regulations 1991 and the National Building Code 1990. The Cook Islands building regulation are similar to New Zealand Regulations. Where requirements are lacking in detail in the Cook Islands regulation the New Zealand Regulations, Standards and Codes of Practice are to be referred.

The tender and construction drawings and specifications provided for the Tereora College, and associated works, relate to New Zealand standards. Should the New Zealand standards contradict any other known regulations or standards the Contractor is to contact the Engineer for guidance.

6.2 Technical Specifications

Technical Specifications for each discipline is provided in Attachment 6.

6.3 Demolition Requirements

The demolition of existing structures will be carried out by another contractor.

6.4 Proprietary Items & Materials

Proprietary materials, products and equipment have been specified throughout the drawings and specifications. Alternative materials, products and equipment can be proposed by the Contractor for approval by the Engineer.

Where alternative products are proposed the Contractor is to provide documentation demonstrating that they meet the same specifications as the product specified.

6.5 Masonry Block Supply

The supply of masonry blocks for the project requires high quality finish to blocks as this will be the final finish to the buildings.

The supply and quality of the masonry blocks is to be agreed with the Engineer prior to establishing a supplier for the masonry.

6.6 Testing & Quality Assurance

The Contractor is to arrange all testing and quality assurance procedures noted in the technical specification of this document. The Contractor is to allow for independent off shore laboratories for the testing as facilities in Cook Islands are unlikely to provide this.

6.7 Concrete Supply

The Contractor is responsible for the quality of all concrete supplied for the Project. The Contractor is to ensure that adequate batching and control is achieved from the concrete supplier used for the project.

Upon establishing itself on site the Contractor is to review procedures of the proposed concrete supplier and provide quality assurance measures to the Engineer for approval.

Concrete cylinders and slump tests for all pours are mandatory.

Due to the size of the building and area of concrete slabs to be poured, the Contractor is to ensure that the coordination of pours and location of joints is approved by the Engineer.

ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED

FORM 1A - TENDER STATEMENT

TEREORA COLLEGE - STAGE 1 WORKS PROJECT

1. RESPONDENT'S CONTACT DETAILS

Contact Person: _____

Full legal business and trading names: _____

Business postal address: _____

Business courier address: _____

Business phone number: _____

Business fax number: _____

Home phone number: _____

Cellular phone number: _____

Email address: _____

Authorised contracting officer / contract signatory: _____

2. CHECKLIST OF DOCUMENTS TO BE PROVIDED IN TENDER

- | | |
|---|--------------------------|
| 1. Cover Letter | <input type="checkbox"/> |
| 2. Executive Summary, Capability, Corporate Structure and Approach (max 5 A4 pages) | <input type="checkbox"/> |
| 3. Non-price Attributes (Relevant Skills of Key Personnel and Availability/Resources/Methodology, Programme and Understanding of the Project/Value of Money) mas 15 A4 pages) | <input type="checkbox"/> |
| 4. Curriculum Vitae (max. two A4 pages per key person) | <input type="checkbox"/> |
| 5. Signed and completed Breakdown Schedule of Lump Sum Price and Schedule of Quantities (Attachment 2, Form 1D & Attachment 3) | <input type="checkbox"/> |
| 6. Signed and completed Tender Statement (Attachment 2, Form 1A) | <input type="checkbox"/> |
| 7. Signed and completed Form of Tender (Attachment 2, Form 1B) | <input type="checkbox"/> |
| 8. Signed and completed Contractor's Occupational Health and Safety Management Information (Form 1C) along with associated information and documents | <input type="checkbox"/> |
| 9. List of Tender Tags & Clarifications | <input type="checkbox"/> |

3. PROPOSED SUB CONTRACTORS (repeat for each sub-contractor)

Proposed Sub-contractor

Sub-contractor's name:

Relationship to the Respondent:

.....
Respondent / Joint Respondent / Employee / Sub-contractor / Other

Relevant specialist area(s) / field(s) of expertise:

Date(s) when not available:

Actual/potential conflicts of interest:

4. RESPONDENT'S REFEREES

First Referee

Full name:

Position:

Organisation:

Postal address:

Telephone number:

Email address:

Association to the Respondent:

Second Referee

Full name:

Position:

Organisation:

Postal address:

Telephone number:

Email Address:

Association to the Respondent:

5. RESPONDENT'S DECLARATION

To be completed by authorised contracting officer / contract signatory

In submitting this tender I make the following declarations:

- I confirm that I have read, understood and agree to be bound by the *Conditions of Tendering*.
- I confirm that this tender, including the breakdown schedule of lump sum price set out in Attachment 3, will remain valid for acceptance by CIIC for 90 calendar days following the deadline for submissions to this RFT.
- I agree that CIIC may contact all nominated referees, and at CIIC'S discretion, carry out reference checks in relation to any previous work which has been undertaken for CIIC, or any other development agency, such as MFAT, DFAT, World Bank, UNDP, and that all references and reports obtained by CIIC will be confidential to CIIC.
- I confirm that the Respondent(s) would be available to deliver the services throughout the relevant contract period.
- I confirm that in submitting this information that I have either declared any potential conflicts of interest in my Tender or that I am not aware of any situation or issue that would conflict with the interest of CIIC. Where an actual, potential or perceived conflict of interest does arise I undertake to report it to CIIC immediately.
- I confirm that I have read and understood the *Conditions of Contract* set out in Attachment 5 to the RFT for the Project, and that these terms and conditions are acceptable. If successful, I agree to sign a contract based on these terms and conditions.
- I have personally completed this tender statement on behalf of the Respondent(s) and declare that the above particulars provided here and in the attached documents are true and correct. I understand that should I be successful then falsification of information, supply of misleading information or the suppression of material information will be grounds for termination of the contract.
- I confirm that in responding to this RFT we have not colluded as defined in section 64 of the Conditions of Tendering.

Signed for and on behalf of the Respondent(s) by an authorised contracting officer / contract signatory:

Signature

Full name

Position

Date

In the presence of:

Signature

Full name and occupation

Date

FORM 1B - FORM OF TENDER

TEREORA COLLEGE – STAGE 1 WORKS

To **Cook Islands Investment Corporation (CIIC)**

Level 1 – MFEM Building
Takuvaone Road
Avarua
Rarotonga, Cook Islands
email: anne.taoro@cookislands.gov.ck

Having examined the Tender Documents dated.....for the construction of the above-named Contract Works, we offer to complete, hand over to the Principal and remedy defects in the whole of the said Contract Works in conformity with these Tender Documents for the sum of NZ\$.....() stated inclusive of Value Added Tax, together with such other sum as may be ascertained in accordance with the contract. This tender includes full allowance for Notice(s) to Tenderers number(s).....

We confirm that the tender sum written above is inclusive of VAT.

We undertake to complete and hand over the whole of the Contract Works within the period stated in the Conditions of Contract.

We agree to abide by this tender for a period of 90 calendar 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.

We understand that the Principal is not bound to accept the lowest or any tender it may receive.

We understand that no contract shall come into existence, and no other legal obligation shall arise between us and the Principal (or between us and any agent of the Principal), in relation to the conduct, outcome or otherwise of the tender process, prior to and apart from the Principal's execution of a contract based on the terms and conditions set out in Attachment 5 - *Conditions of Contract*.

We provide all the documents listed in section 2 of Attachment 2, Form 1A *Tender Statement*, together with the following information required to be submitted with this tender:

- name and address of proposed bond surety;
- proposed Subcontractors;
- anticipated construction programme;
- construction management organisation, personnel and their curriculum vitae; and
- any other information required by CIIC.

We warrant that all information supplied by us in response to the RFT and in relation to the tender is true, accurate and complete in all material respects.

If we are the successful Respondent, we will deliver the Contractor's performance bond, duly signed by the surety and ourselves, to you before the first claim for a progress payment. The name and address of our proposed surety is:

.....

Signature:).....
Respondent:).....
Address:).....
Date:).....
E-Mail Address:).....
Phone N°:).....
Facsimile N°:).....

FORM 1C - CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

Please complete the information below and return it with your tender. You may also be asked to substantiate or send copies of the documents referred to below:

1.1 SAFETY POLICY AND MANAGEMENT COMMITMENT	YES	NO
a) Do you have a written safety policy? If 'Yes' please enclose a copy	<input type="checkbox"/>	<input type="checkbox"/>
b) If the answer to (a) is 'yes', is the safety policy communicated to employees?	<input type="checkbox"/>	<input type="checkbox"/>
c) Please supply H&S Organisation chart and staff description for the tendered job and within your organisation.	<input type="checkbox"/>	<input type="checkbox"/>
d) Name the most senior person co-ordinating safety matters on the tendered job, and their experience. Name: _____ Experience: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
e) Are you committed to improving your health and safety approach as needed to conform to the requirements of the New Zealand Safety at Work (General Risk and Workplace Management) Regulations 2016?	<input type="checkbox"/>	<input type="checkbox"/>
 1.2 PROCEDURES		
a) Do you have a safety manual?	<input type="checkbox"/>	<input type="checkbox"/>
b) Do you have written working practices and safety instructions? Provide an example of one of these.	<input type="checkbox"/>	<input type="checkbox"/>
c) Do you have procedures for maintaining plant, equipment and vehicles in a safe condition? If it is not in the safety manual provide a brief outline.	<input type="checkbox"/>	<input type="checkbox"/>
 1.3 HAZARD IDENTIFICATION		
a) Do you have a system to identify hazards prior to the start of this job? If it is not in the safety manual provide a brief outline.	<input type="checkbox"/>	<input type="checkbox"/>
b) Do you have a system to identify new hazards during the term of the contract? If it is not in the safety manual provide a brief outline.	<input type="checkbox"/>	<input type="checkbox"/>
c) Does your system assess the significance of hazards?	<input type="checkbox"/>	<input type="checkbox"/>
d) Give an example of a past hazard encountered and the controls that were applied to manage it.	<input type="checkbox"/>	<input type="checkbox"/>
 1.4 SAFETY TRAINING		
a) Is formal safety training given to employees?	<input type="checkbox"/>	<input type="checkbox"/>
b) Have the personnel who will undertake specific work received formal training in all relevant areas, ie Working at Heights, Transit COPTTM, confined spaces access, asbestos etc?	<input type="checkbox"/>	<input type="checkbox"/>
c) What specialised safety training has been provided, eg Site Safe, NZQA or other.	<input type="checkbox"/>	<input type="checkbox"/>

1.5 SAFETY RECORDS	YES	NO
a) What type of safety records are kept by your organisation?		
i) Fatalities?	<input type="checkbox"/>	<input type="checkbox"/>
ii) Serious Harm?	<input type="checkbox"/>	<input type="checkbox"/>
iii) Accidents (including near misses)?	<input type="checkbox"/>	<input type="checkbox"/>
iv) Hazards?	<input type="checkbox"/>	<input type="checkbox"/>
v) Material Safety Data Sheets (MSDS)	<input type="checkbox"/>	<input type="checkbox"/>
b) Please supply your organisation's safety record for the last five years.		
i) Fatalities	N°:	
ii) Lost days from injury to worker/s	N°:	
iii) Number of injuries not resulting in lost time	N°:	
iv) Lost days from machinery failure	N°:	
v) Accidents resulting in environmental damage or pollution	N°:	
c) Have you or your company received any caution or been prosecuted by an enforcement authority in the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide an explanation.		
1.6 ACCIDENT INVESTIGATION		
a) Does your organisation maintain a register for recording accidents and/or cases where any employee suffers serious harm?	<input type="checkbox"/>	<input type="checkbox"/>
b) Do you conduct an investigation into any accidents which result in harm to an employee, or serious non-injury incidents?	<input type="checkbox"/>	<input type="checkbox"/>
Provide an example of an investigation you have completed.		
c) Do you advise the following parties of the results of the investigation:	<input type="checkbox"/>	<input type="checkbox"/>
i) the employees?	<input type="checkbox"/>	<input type="checkbox"/>
ii) the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>
1.7 SAFETY AWARENESS		
a) Do you have in-house safety meetings?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, how frequently?		
b) Does your organisation conduct safety inspections?	<input type="checkbox"/>	<input type="checkbox"/>
c) Explain how you involve your staff in safety programmes.		
d) Do you have procedures for control of the safety performance of sub-contractors?	<input type="checkbox"/>	<input type="checkbox"/>
If it is not in the safety manual provide a brief outline		

1.8 EMERGENCY PROCEDURES

YES NO

- a) Do you have an Emergency Plan? YES NO
 Outline how this will apply to the job in this tender
- b) Does the Emergency Plan identify responsibilities and procedures to be followed? YES NO
- c) Have all staff received training in emergency procedures? YES NO
- d) Have emergency drills been carried out within the last 6 months? YES NO

1.9 PROPOSED SAFETY MANAGEMENT PERSONNEL FOR THIS CONTRACT

- a) Please supply the name, qualifications and experience of the person who you propose will be in control of the place of work for this contract. YES NO

Name:

- b) Please supply details of staff who will be engaged on the contract, who possess a formal safety qualification, and state same.

Name:

Qualification:

1		
2		
3		
4		

Note: Staff or personnel substituted for those nominated will need to have equivalent experience and qualifications.

Signed: _____

Name: _____

Position: _____

Date: _____

FORM 1D - BREAKDOWN SCHEDULE OF LUMP SUM PRICE

TEREORA COLLEGE – STAGE 1 WORKS

Basis of Payment – Lump Sum

Unless noted otherwise, payment for the various scheduled items will be on a pro-rata basis as the work in the particular item proceeds.

	Admin & Library	Technology	Seminar
1 PRELIMINARY AND GENERAL			
2 EXCAVATION			
3 CONCRETE WORK			
4 PRECAST CONCRETE			
5 REINFORCING STEEL			
6 STRUCTURAL STEEL			
7 CONCRETE MASONRY			
9 STAINLESS STEEL			
10 METAL WINDOWS AND DOORS			
11 CARPENTRY			
12 TIMBER WINDOWS AND DOORS			
13 JOINERY FITTINGS			
14 METAL ROOFING AND WALL CLADDING			
15 RESILIENT ROOFING			
16 PLUMBING			
17 MECHANICAL SERVICES			
18 LIFT INSTALLATION			
19 ELECTRICAL SERVICES			
20 SECURITY SERVICES			
21 DATA AND COMMUNICATIONS			
22 PLASTERBOARD LININGS			
23 SUSPENDED CEILINGS			
21 TILING			
25 FLOOR AND WALL COVERINGS			
26 SPECIAL FINISHES			
27 GLAZING			
28 PAINTING			
29 MAIN CONTRACTORS MARGIN			
SUBTOTAL (EXCLUDING VAT)			
VAT			
TOTAL LUMP SUM TENDER (COMBINED)	NZ\$		

RESPONDENT: _____
 ADDRESS: _____
 EMAIL: _____
 TELEPHONE: _____
 FAX: _____
 DATE: _____

ATTACHMENT 3 - SCHEDULE OF QUANTITIES

TEREORA COLLEGE – STAGE 1 WORKS

The Respondent is to provide a fully completed schedule. The schedule will be used for valuation of variations and negotiation of contract works.

Refer to folder labelled “*Attachment 3 – Schedule of Quantities*”

ATTACHMENT 4 - ASSESSMENT CRITERIA AND NON-PRICE ATTRIBUTES

TEREORA COLLEGE – STAGE 1 WORKS

Tenders will be assessed by an assessment panel, convened by CIIC, against the criteria outlined in these tender documents.

CIIC reserves the right to clarify or request additional information from any Respondent before accepting any tender and to implement additional processes to evaluate the tenders.

CIIC reserves its absolute discretion in the evaluation and selection process.

The Tenders will be evaluated in a two stage process. The first stage is a Pass/Fail stage followed by an Evaluation Criteria Stage.

1. STANDARD CONDITIONS

Tenders received will be reviewed for completeness by the Official Liaison Officer, , and members of the assessment panel as needed.

The tenders must meet the following requirements to 'pass' and be eligible for assessment and inclusion in the second stage of the tender assessment process:

Criteria	Compliant (yes or no)
Tender is completed in the format contained in Attachment 2 and Attachment 3 of the RFT.	
Tender was received in the required form to the Electronic Tender Account by the closing time specified in the RFT	
Proposal and related documentation is in the English language.	
Respondent has tendered to provide the whole of the works/goods/services specified in the RFT.	
Tender has included the following information with their tender: <ul style="list-style-type: none"> Financial Statements as set out below in 3.5 of the Evaluation Criteria. H&S Policy Provided Full Schedule of Quantities Completed (Attachment 3) 	
Tender is presented in electronic copy format only as specified in this RFT.	
All prices are in NZ dollars	

2. EVALUATION CRITERIA

A. CONFORMING TENDERS

The following evaluation criteria will be used by CIIC in evaluating conforming tenders as set out in the table below:

No.	Assessment Criteria	Weight
	Non-Price Attributes	
1	Executive summary, Capability, Corporate Structure and Approach	5%
2	Relevant Skills of Key Personnel and Availability	10%
3	Resources	10%
4	Methodology, Programme and Understanding of the Project	15%
	Price Attribute	

5	Value for money	60%
---	-----------------	-----

Non-price attributes - the tender submission must include all items listed in the table below and not exceed 20 A4 pages (excluding timeline GANTT or bar charts and curricula vitae):

Non-Price Attributes	
1	Executive summary, Capability, Corporate Structure and Approach
1.1	Provide an executive summary to demonstrate the benefits to CIIC of accepting the Respondent's tender, corporate structure and approach to delivering the Project.
1.2	Demonstrate technical and management skills and experience to undertake this Project. Demonstrated experience executing projects in Rarotonga, or the Pacific, will be viewed favourably. Willingness to employ local labour and subcontractors for the works.
1.3	Demonstrate health and safety, quality management, environmental compliance, and Project management systems
1.4	Respondents must state any assumptions made in their tender submission as to standards, codes of practice, manuals, rules and work methods that have been used in compiling their tender.
1.5	Respondents must confirm acceptance of the Conditions of Contract provided in Attachment 5 or provide justification for any proposed amendments.
2	Relevant Skills of Key Personnel and Availability
2.1	<p>Key Personnel</p> <p>Demonstrate the technical and managerial skills and responsibilities of each of the nominated personnel. The nominated personnel must be employed on this contract. One person may fulfil more than one area of responsibility. It is important to provide a clear indication of who will be responsible for what. For each person state:</p> <ul style="list-style-type: none"> i) their responsibilities; ii) technical and managerial skills as appropriate; iii) qualifications and training; iv) experience with similar projects; v) experience in the pacific region; vi) involvement in this contract; and vii) time commitment to this contract. <p>CVs must be no longer than two A4 pages per person.</p>
2.2	<ul style="list-style-type: none"> i) Project Manager (who is responsible for the Contract Works, overall implementation and management); ii) Contractor's Representative (see General Conditions of Contract, clause 5.2); iii) Environmental Manager (who is responsible for the environmental and social management plan preparation, implementation and management); iv) Quality Manager (who is responsible for the quality plan preparation, implementation and management);

	Non-Price Attributes
	<ul style="list-style-type: none"> v) Health and Safety Manager (who is responsible for the health and safety management plan preparation, implementation and management); vi) Foreman/Supervisors for construction activities; and vii) other nominated personnel.
2.3	Respondents must state the percentage of time and over what duration each of the above nominated personnel will be allocated to the contract and whether they will be based on or off the Site.
2.4	Respondents must describe the communication links between the key parties (management team, site staff, subcontractors, consultants, Principal etc.).
3	Resources
3.1	Respondents must detail the plant, equipment and resources to be used to undertake this Project noting age and condition and capabilities.
3.2	<p>Respondents must provide the following information:</p> <ul style="list-style-type: none"> i) Details of work crews to be employed on the Contract Works. This should include how they are recruited and what backup resources are available. ii) Details of plant, equipment, machinery, suppliers, facilities, office/yard location, etc., intended to be used on the Contract Works. This should include certification of plant where this is required. Showing whether this plant is owned or hired and what contingencies are proposed should difficulties be met. iii) Where subcontractors are to be engaged for significant portions of the Contract Works (>10%), this should be indicated in the resources statement. iv) Materials sources, suppliers and availability.
3.3	<p>Responses must summarise the project management, quality and health and safety systems to be applied, including but not limited to the following:</p> <ul style="list-style-type: none"> i) Corporate health and safety plans and procedures; ii) Training: Respondents shall detail the training given to staff at various levels; iii) Recording, Reporting and Invoicing: Respondents shall detail the systems for recording, reporting and invoicing; iv) Quality Systems: Respondents shall demonstrate the ability to carry out the Project to the quality performance levels required and shall also supply copies of certificates to confirm their accreditation and compliance with quality standards; and v) Programming: Respondents shall detail their management systems that demonstrate the ability to work within and achieve programme timelines, including details as to how the Respondent proposes to meet Project deadlines if work is falling behind programme.
3.4	Willingness to employ local labour and subcontractors for the works. Response noting sub-contracts or provision for employment of local labour or suppliers.
3.5	Financial Statements of company turnover and current capital demonstrating ability to adequately fund and complete the project works.
4	Methodology, Programme and Understanding of the Project
4.1	<p>Respondents must provide a detailed programme (Gantt chart) showing the main activities and milestones required for completing the project. The programme must enable site establishment and preliminary works to commence and be completed on dates required;</p> <p>Respondents must also provide a methodology which includes (without limitation) a description of:</p>

	Non-Price Attributes
	<ul style="list-style-type: none"> i) how the Respondent proposes to foster a co-operative management approach with both the Principal and Engineer to meet the objectives of the Project; ii) the Respondent's ability to work within the Cook Islands Government Code of Conduct Policy 2014 (or subsequent revisions of that document); iii) any special features of the way the Respondent intends to work; iv) management of quality, including the compliance monitoring system to be used for each key part of the works noting the understanding of local conditions; v) identification, evaluation, and management of any perceived significant risks; vi) implementation and maintenance of the requirements of the consents and the EIA; vii) delivery of a "no surprises" financial management and reporting strategy. The Respondent's methodology shall describe how they would co-operate with the Principal to achieve this; viii) financial management and reporting; ix) reporting and communications; x) undertaking the contract works; xi) proposed local labour involvement plan including percentage of workforce and up-skilling by mentoring/training.
	Price Attribute
5	Value for money: For this assessment, value for money will include consideration of all Project related costs of the tender.

B. ALTERNATIVE TENDERS

The evaluation criteria used by CIIC in evaluating alternative tenders will use the same evaluation criteria and weightings as for Conforming Tenders above, with the exception of the assessment attributes for Criteria 5: Value for Money.

The Respondent is to provide with their alternative tender a table outlining the following:

- Changes or deviations to the specifications;
- Benefits or dis-benefits of the changes; and
- Cost saving attributed to the changes, and how the savings are measured.

Where a design-build approach is proposed, the Respondent is to provide, in addition to the above:

- A schedule of works outlining the design activities and delivery dates, changes (if any) to separable portions and deadlines (see Attachment 1, section 4.3), and the allowances made for design reviews and approvals;
- The design performance and quality assumptions made in determining the tender price; and
- Any proposed amendments to the conditions of contract.

The table provided by the Respondents will be used to assess the suitability of the proposed changes to the overall project scope, and the items may be accepted, partially accepted or eliminated. This will be used to assess the overall value for money of the alternative tender.

C. RISK

The assessment panel 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 Respondent's willingness to accept the proposed contract amendments.

ATTACHMENT 5 - CONDITIONS OF CONTRACT

SCHEDULES TO GENERAL CONDITIONS OF CONTRACT NZS 3910:2003

FIRST SCHEDULE

PART A - SPECIFIC CONDITIONS OF CONTRACT

(Clause numbers refer to General Conditions)

1.2

The Principal is the Cook Islands Investment Corporation,
of Avarua, Rarotonga, Cook Islands.

- (a) There are Separable Portions as set out in Attachment 1 - Scope Of Work and Specific Requirements (Section 4.3) in this contract.

2.1.1

This contract is a:

- (a) Lump sum contract.

2.5

This contract is:

- (c) Neither a construction contract in public roads nor a term maintenance contract.

2.6.1

This contract is:

- (b) Not a local authority contract.

2.6.3

Clauses B1 and B2 of Appendix B:

- (b) Shall not apply to this contract.

2.6.4(a)

A safety plan for the Site:

- (a) Is required, as set out in the following parts of the Contract Documents:
Attachment 1 - Scope Of Work and Specific Requirements (Section 5.3).

2.6.4(b)

A traffic management plan:

- (a) Is required, as set out in the following parts of the Contract Documents:
Attachment 1 - Scope Of Work and Specific Requirements (Section 4.8).

2.8.1

Two sets of Contract Documents shall be supplied free of charge to the Contractor upon the acceptance of tender in addition to tender, consent, and Contract Agreement sets.

3.1.1

A Contractor's bond:

- (a) Is required.

3.1.2

The Contractor's bond shall be for the sum of \$1,000,000.

3.2.1

A Principal's bond:

- (a) Is not required.

5.4.1

The Contractor shall be given possession of the Site:

- (b) On 16th December 2016.

5.6.6

- (g) Risks specifically excepted are NIL.

5.11.1

- (b) There are no parts of the Contract Works to which Appendix D applies.

5.17.1

Quality management systems:

- (a) Are required and details shall be submitted within 10 Working Days from the Date of Acceptance of Tender.

5.18.1(a)

As-built drawings

- (a) Are required in AutoCAD 2014 (or earlier version) and pdf format, as set out in following parts of the Contract Documents: Attachment 1 - Scope Of Work and Specific Requirements (Section 4.24).

5.18.1(b)

Operation and maintenance manuals

- (a) Are required in the following parts of the Contract Documents: Attachment 1 - Scope Of Work and Specific Requirements (Section 4.24).

6.1.2

The Engineer is Steve Gaskin of Calibre Consulting Limited whose professional qualification is BE, NZCE, CPEng.

6.3.3

Powers excluded from Engineer's representative:

As per Conditions of Contract clause 6.3.3.

8.1

- (a) The Contractor shall insure as provided in 8.1. Deductibles shall not exceed \$20,000.

8.1.2

The amount of the insurance to be effected by the Contractor in respect of the Contract Works and Materials shall be for not less than the sum of the following:

- (a) The higher of the Contract Price or \$10,000,000.00.
- (b) For the Cost of demolition, disposal and preparation for replacement work, the sum of \$50,000.00.
- (c) For professional fees including the Cost of clerk of works and inspectors, and the Principal's Representative, the sum of \$20,000.00.
- (d) For the value of items incorporated, or to be incorporated, in the Contract Works, the Cost of which is not included in the Contract Price, the sum of \$500,000.
- (e) For increased construction Costs not already provided for in the Contract Price during the period from the acceptance of the tender or other offer until the issue of the Defects Liability Certificate for the Contract Works, the sum of \$100,000.00.

8.2.1

Contractor's Plant insurance is required for each item of construction machinery on the Site owned by the Contractor with a market value of more than:

- (a) \$50,000.00.

8.3

- (a) The Contractor shall insure as provided in 8.3.

8.3.1

Public liability insurance shall be effected for an amount not less than \$2,500,000, including a minimum cover for damage by vibration of \$100,000. Deductibles shall not exceed \$20,000.

8.3.2

Motor vehicle third party liability shall be effected for an amount not less than \$500,000. Deductibles shall not exceed \$10,000.

8.4.1

(b) Professional indemnity insurance for design by the Contractor is not required.

8.6.2

Principal to insure existing structures and contents:

Not required.

8.8.2 & 8.8.5

Insurance policies required to be arranged by Principal:

None.

10.2.1

The periods to be used for calculating the Due Date for Completion are:

(b) In respect of Separable Portions

No.	Separable Portion	Date for Completion
1.0	<u>Establishment Works</u> <ul style="list-style-type: none"> • Establish site fences, temporary power and water supplies, site sheds • Liaise with civil works contractors • Final trim for foundations, foundation compaction and preparation for foundation works. 	27 January 2017
2.0	<u>Completion of Base Build</u> <ul style="list-style-type: none"> • Completion of main structure of both buildings • Installation of windows, linings and cladding • All buildings services commissioned • Painting and furnishing completed 	30 November 2017
3.0	Supply of Furniture	15 December 2017

10.3.1

Allowance for inclement weather is 10 Working Days.

10.4.5

Prior to the issue of the certificate of Practical Completion:

(a) A producer statement is required.

10.5.1

Liquidated damages shall be applied as follows:

(a) In respect of the Contract Works \$750 per day.

10.6.1

Bonus payments:

Shall not apply.

11.1.1

The Period of Defects Liability shall be:

(a) In respect of the Contract Works 52 weeks.

11.3.2

Prior to issue of Defects Liability Certificate:

- (a) A producer statement in the form of the Sixth Schedule is required.

11.5.1

- (a) The Contractor shall provide guarantees as set out below:

The Contractor shall provide:

- o the Contractor (or Subcontractor) warranty detailed in the Twelfth Schedule; and
- o the guarantees and warranties in relation to Materials and Plant specified in Attachment 1 - Scope Of Work and Specific Requirements (Section 4.24).

11.5.2

The form of guarantees shall be:

- o in the case of the Contractor (or Subcontractor) warranty, in the form annexed as the Twelfth Schedule; and
- o in the case of the guarantees and warranties for specified Materials and Plant, in the relevant manufacturer's form.

12.1.2(b)(iv)

- (b) Advances for Temporary Works, Plant or Materials not yet on Site shall not be made to Contractor.

12.3.1

The percentage to be retained from each progress payment and the limit of the total sums retained shall be:

- (a) In respect of the Contract Works:
- Total retention:
- 10% of the first \$200,000, plus
 - 5% of the next \$800,000, plus
 - 1.75% of any amount in excess of \$1,000,000.
- Defects liability retention:
- 50% of total retention.

12.3.3

A Contractor's bond in lieu of retentions is not permitted.

12.8.2

Cost fluctuation adjustments:

- (a) Shall not be paid.

12.9.1

- (a) Provisional Sums are included in the Schedule of Quantities.

12.10.1

- (c) There are no Prime Cost Sums.

15.1.2

For the purpose of service of payment claims or notices, the postal address of:

- (a) The Principal is Cook Islands Investment Corporation
Level 1 – MFEM Building
Avarua
Rarotonga
Cook Islands

For the attention of Anne Taoro

- (b) The Engineer is Calibre Consulting Limited
PO Box 11 119
Ellerslie,
Auckland, 1542
New Zealand

For the attention of Steve Gaskin

- (c) The Contractor is: *[insert details]*

PART B - OTHER CONDITIONS OF CONTRACT

SPECIAL TERMS AND CONDITIONS OF CONTRACT (COOK ISLANDS)

The following modifications are made to NZS 3910:2003 for the purpose of the contract.

(Clause numbers refer to General Conditions)

1.4 Law, currency and language

Clause 1.4.1 and 1.4.2 are deleted and replaced with:

1.4.1

The Contract shall be governed by Cook Islands law. All references to enactments not in force in the Cook Islands do not apply.

1.4.2

All prices and payments made under the Contract shall be in New Zealand currency and payable in the Cook Islands. All prices and rates are stated exclusive of value added tax, which is to be added and paid where appropriate

5.12 Patents and royalties

5.12.1

This subclause does not apply.

7.1 Indemnity

7.1.3

This clause does not apply.

Clause 7.1.4 is deleted and replaced with the following:

The Contractor's liability to indemnify the Principal shall be reduced proportionately to the extent that the act or omission of the indemnified party or its servants or agents may have contributed to the loss, liability, or cost.

12.4 Final payment claim

12.4.1

Paragraph (e) and (f) do not apply.

13.1 General

Clause 13.1.1 is deleted and replaced with the following:

No decision, valuation or certificate of the Engineer shall be questioned or challenged more than 3 Months after it has been given unless notice has been given to the Engineer within that time.

13.1.3

This subclause does not apply.

13.2 Engineer's Review

Clause 13.2.1 is deleted and replaced with the following:

Every dispute or difference under 13.1.2 shall be referred to the Engineer not later than after the provision of the Final Payment Schedule. The Engineer shall give his or her decision in writing. Except in the case of a decision under 13.2.4 the Technical Advisor may correct or modify his or her decision by a subsequent decision in writing.

13.4 Arbitration

13.4.2

Paragraph (c) does not apply.

Clause **13.4.3** is repealed and replaced with the following:

The dispute shall be referred to arbitration and the provisions of the Arbitration Act 2014 shall apply.

13.5 Suspension during dispute

13.5.3

This sub clause does not apply.

SECOND SCHEDULE

CONTRACT AGREEMENT

CONTRACT FOR TEREORA COLLEGE – STAGE 1 WORKS

THIS AGREEMENT is made on

BETWEEN Cook Islands Investment Corporation

("the Principal")

AND ("the Contractor")

IT IS AGREED AS FOLLOWS:

1. **THE** Contractor shall carry out the obligations imposed on the Contractor by the Contract Documents.
2. **THE** Principal shall pay the Contractor the sum of NZ\$..... or such greater or lesser sum as shall become payable under the Contract Documents together with Value Added Tax (VAT) at the times and in the manner provided in the Contract Documents.
3. **EACH** party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. **THE** Contract Documents are this Contract Agreement and the following which form part of this agreement:
 - (a) The Conditions of Tendering;
 - (b) Notices to tenderers (give details with dates);
 - (c) The Contractor's tender;
 - (d) The notification of acceptance of tender;
 - (e) The General Conditions of Contract, NZS 3910:2003;
 - (f) The Special Conditions of Contract;
 - (g) Specifications issued prior to the Date of Acceptance of Tender (Attachment 7);
 - (h) Drawings issued prior to the Date of Acceptance of Tender (Attachment 8);
 - (i) The Schedule of Prices (Attachment 2 & 3);
 - (j) Third Schedule – Form of Contractor's Performance Bond;
 - (k) Fourth Schedule – (Not in this contract);
 - (l) Fifth Schedule – (Not in this contract);
 - (m) Sixth Schedule – Form of Producer Statement – Construction;
 - (n) Seventh Schedule – Information as to Contract Works insurance;
 - (o) Eighth Schedule – Information as to public liability insurance;
 - (p) Ninth Schedule – Information as to the Contractor's construction machinery insurance;
 - (q) Tenth Schedule – Information as to the Contractor's motor vehicle insurance;
 - (r) Eleventh Schedule – (Not in this contract);

- (s) Twelfth Schedule – Form of Contractor (or Subcontractor) Warranty;
- (t) The following additional documents:
 - Attachment 1 - Scope of Work and Specific Requirements
 - Attachment 8 - EIA and SIA Reports
 - Attachment 9 - Miscellaneous Reports

SIGNED by **PRINCIPAL**

Signature of authorised signatory

Full name of authorised signatory

Witness:

Witness to sign

Full name of witness

Occupation of witness

Address of witness

SIGNED by **CONTRACTOR**

Company Name

by _____
Director

Witness:

Witness to sign

Full name of witness

Occupation of witness

Address of witness

THIRD SCHEDULE

FORM OF CONTRACTOR'S PERFORMANCE BOND

CONTRACT FOR TEREORA COLLEGE - STAGE 1 WORKS

THIS DEED is made on.....

BY.....

Of

("the Contractor")

AND.....

Of.....

("the Sureties")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

- A. The Contractor has entered into an agreement with the Cook Islands Investment Corporation ("the Principal") to carry out and fulfil the obligations imposed on the Contractor by the Contract Documents.
- B. The Contract Documents require the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract Documents.

BY THIS DEED:

- 1. **THE** Contractor and Sureties are jointly and severally held and bound to the Principal in the sum of NZ\$.....and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
- 2. **THE** condition of this bond is that it shall be null and void if:
 - (a) The Contractor duly carries out and fulfils all the obligations imposed on the Contractor by the Contract Documents prior to the commencement of the Period of Defects Liability referred to in the Contract Documents; or
 - (b) The Contractor satisfies and discharges the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
 - (c) The Sureties satisfy and discharge up to the amount of the bond the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
 - (d) A Practical Completion certificate has been issued in respect of the Contract Works in accordance with clause 10.4 of the General Conditions of Contract.
- 3. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.
- 4. **THE** Sureties shall not be released from any liability under this bond:
 - (a) By any alteration in the terms of the contract between the Principal and the Contractor;
 - (b) By any alteration in the extent or nature of the Contract Works to be completed, delivered and having defects remedied;

- (c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract Documents;
- (d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.

5. **THIS** bond shall be governed by Cook Islands law.

THE COMMON SEAL of

was affixed in the presence of:

THE COMMON SEAL of

was affixed in the presence of:

SIGNED by

in the presence of:

SIGNED by

in the presence of:

NOTE - This bond must be executed by the Contractor and by the Surety or Sureties in the manner required for execution of a deed. Any of these parties which are a company must execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) must execute by affixing its seal, which must be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

SIXTH SCHEDULE

FORM OF PRODUCER STATEMENT - CONSTRUCTION

ISSUED BY

(Contractor)

TO Cook Islands Investment Corporation

(Principal)

IN RESPECT OF TEREORA COLLEGE - STAGE 1 WORKS

(Description of Contract Works)

AT.....

(Address)

..... has contracted to the Cook Islands Investment Corporation

(Contractor)

(Principal)

to carry out and complete certain building works in accordance with a contract, titled.....("the contract")

(Project)

I..... a duly authorised representative of

(Duly Authorised Agent)

(Contractor)

believe on reasonable grounds thathas carried out and completed

(Contractor)

All Part only as specified in the attached particulars of the building works in accordance with the contract.

..... Date.....

(Signature of Authorised Agent on behalf of)

.....

(Contractor)

.....

.....

.....

.....

(Address)

SEVENTH SCHEDULE

INFORMATION AS TO CONTRACT WORKS INSURANCE

To Whom It May Concern:

From:

(Name of insurance company)

.....

(Branch)

.....

(Address)

We confirm having effected contract works insurance for:

.....

(The Contractor)

Cook Islands Investment Corporation

(The Principal)

In respect of the TEREORA COLLEGE - STAGE 1 WORKS

(Project title)

8.1.2

The sums insured are:

(a)	Contract Price	\$	(Plus VAT)
(b)	Costs of demolition	\$	(Plus VAT)
(c)	Professional fees	\$	(Plus VAT)
(d)	Value of items incorporated or to be incorporated	\$	(Plus VAT)
(e)	Increased construction costs	\$	(Plus VAT)
	TOTAL SUM INSURED	\$	(Plus VAT)

The policy deductibles are:

Non earthquake	(VAT inclusive)	\$
Earthquake	(VAT inclusive)	\$
Other <i>(name)</i>	(VAT inclusive)	\$

We advise the 'special terms', copy attached, have been applied to this policy Yes / No

8.5.3, 8.8.4

Policy cover terms included are:

- (a) Automatic reinstatement Yes / No
- (b) No cancellation for non-payment without prior notification Yes / No
- (c) Severally insured Yes / No
- (d) No settlement delay due to exercise of subrogation Yes / No
- Project specific policy Yes / No

- 8.1.3 Construction period
- Defects liability period
- (both subject to alteration under construction contract)
- Annual run-off policy Yes / No
- 8.1.5 Annual cut-off policy Yes / No
- Policy expiry date

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp **Date**

(Or name of insurance broking company confirming cover)

SIGNED BY.....

SIGNATORY TITLE.....

(Clause numbers refer to NZS 3910:2003 and are for information only).

EIGHTH SCHEDULE

INFORMATION AS TO PUBLIC LIABILITY INSURANCE

To Whom It May Concern:

From:

(Name of insurance company)

.....

(Branch)

.....

(Address)

We confirm having effected public liability insurance for:

.....

(The Contractor)

Cook Islands Investment Corporation

(The Principal)

In respect of the TEREORA COLLEGE - STAGE 1 WORKS

(Project title)

Annual policy: Yes / No

Policy expiry date:

8.3.1 The limit of indemnity \$ (Plus VAT)

Sub limit insured for vibration, removal or weakening of support \$ (Plus VAT)

Deductible is (VAT inclusive) \$

Deductible for vibration, removal or weakening of support (VAT inclusive) \$

We advise that "additional" items, copy attached, have been specifically applied to this project Yes / No

The policy covers liability arising out of:

The ownership / use of construction machinery not required to be registered for road use Yes / No

The use of hired plant Yes / No

The ownership / use of watercraft up to 8m Yes / No

The ownership / use of aircraft Yes / No

The use of explosives Yes / No

8.5.3, 8.8.4 Policy cover terms included are:

(a) Automatic reinstatement Yes / No

(b) No cancellation for non-payment without prior notification Yes / No

(c) Severally insured Yes / No

(d) No settlement delay due to exercise of subrogation Yes / No

We undertake that this policy will not be cancelled or amended by us without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp **Date**.....

(Or name of insurance broking company confirming cover)

SIGNED BY.....

SIGNATORY TITLE.....

(Clause numbers refer to NZS 3910:2003 and are for information only).

NINTH SCHEDULE

INFORMATION AS TO THE CONTRACTOR’S CONSTRUCTION MACHINERY INSURANCE

To Whom It May Concern:

From:
 (Name of insurance company)

.....
 (Branch)

.....
 (Address)

We confirm having effected construction machinery insurance for:

.....
 (The Contractor)

In respect of the TEREORA COLLEGE - STAGE 1 WORKS
 (Project title)

Annual policy: Yes / No

Policy expiry date:

8.2.1 The sums insured are:

Schedule of construction machinery attached \$ (Plus VAT)

The policy deductible is (VAT inclusive) \$

We advise that “special” terms, copy attached, have been applied to this policy Yes / No

8.5.3 Policy cover terms included are:

(a) Automatic reinstatement Yes / No

(b) No cancellation for non-payment without prior notification Yes / No

(c) No settlement delay due to exercise of subrogation Yes / No

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp **Date**
 (Or name of insurance broking company confirming cover)

SIGNED BY.....

SIGNATORY TITLE.....

(Clause numbers refer to NZS 3910:2003 and are for information only).

TENTH SCHEDULE

INFORMATION AS TO THE CONTRACTOR’S MOTOR VEHICLE INSURANCE

To Whom It May Concern:

From:
 (Name of insurance company)

.....
 (Branch)

.....
 (Address)

We confirm having effected motor fleet insurance for:

.....
 (The Contractor)

In respect of the TEREORA COLLEGE - STAGE 1 WORKS
 (Project title)

Annual policy: Yes / No

Policy expiry date:

8.3.1 The sums insured are:

Section 2 - liability \$

The policy deductibles are:

Section 2 (VAT inclusive) \$

We advise that “special” terms, copy attached, have been applied to this policy Yes / No

8.5.3 Policy cover terms included are:

(a) Automatic reinstatement Yes / No

(b) No cancellation for non-payment without prior notification Yes / No

(c) No settlement delay due to exercise of subrogation Yes / No

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp **Date**.....
 (Or name of insurance broking company confirming cover)

SIGNED BY.....

SIGNATORY TITLE.....

(Clause numbers refer to NZS 3910:2003 and are for information only).

TWELFTH SCHEDULE**FORM OF CONTRACTOR (OR SUBCONTRACTOR) WARRANTY****THIS DEED** is madeon *Click to enter a date* *(insert date)***BETWEEN** Cook Islands Investment Corporation *(‘the Principal’)***AND** *Click to enter text* *(‘the Contractor’)***AND** *Click to enter text* *(‘the Warrantor’)***DEFINITIONS**‘Warranted Works’ *Click to enter text*‘Warranty Period’ *Click to enter number* years from the date of Practical Completion of the Contract Works**BACKGROUND**

- A** The Principal has entered into a contract (the ‘Contract’) with the Contractor for carrying out the Contract Works. The Warranted Works are part of the Contract Works.
- B** The Contractor has agreed to arrange for the provision of a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.
- C** The Warrantor has agreed to provide a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.
- D** Unless the context otherwise requires, capitalised terms used but not defined in this warranty have the meanings given to them in the Contract.

IT IS HEREBY AGREED

- 1** The Warrantor warrants to the Principal that the Warranted Works are as required in the Contract. If not otherwise specified the works shall be in accordance with good trade practice.
- 2** This warranty shall be in addition to and shall not derogate from any manufacturer’s warranty or any warranty implied by law or the Period of Defects Liability in the Contract, attaching to any part of the Warranted Works.
- 3 Warrantor’s obligations**
- 3.1** The Warrantor agrees that, if within the Warranty Period the Warrantor is advised by the Principal in writing of any defect in the Warranted Works for which the Warrantor is liable under the terms of this warranty, the Warrantor will promptly take steps to remedy the defect.
- 3.2** Any remedial work which the Warrantor is liable to undertake under this warranty shall be carried out:
- (a) To the standard required by the Contract;
 - (b) In a prompt and timely manner;
 - (c) Without unnecessary inconvenience to any occupants;
 - (d) At the Warrantor’s Cost; and
 - (e) Subject to reasonable access being provided to the Warrantor for the purpose of carrying out the remedial work.
- 3.3** Where the Cost of replacement of work and/or Materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the Cost of the Warranted Works:

- (a) If the defect is reasonably able to be rectified by repair rather than by replacement, the Warrantor's obligation under this warranty shall be only to repair or otherwise make good the defect;
- (b) The Warrantor may propose reasonable monetary compensation in lieu of remedying the defect; or
- (c) The Warrantor may propose a combination of both repair and compensation.

3.4 The Principal shall consider the Warrantor's reasonable proposals and the parties shall endeavour in good faith to reach agreement. Where agreement cannot be reached, the dispute shall be resolved in accordance with clause 7.

4 Failure by Warrantor to perform remedial work

- 4.1** If the Warrantor fails to promptly, adequately and satisfactorily carry out the remedial work or to propose acceptable repair or compensation, the Principal may then arrange for the remedial work to be carried out by others.
- 4.2** The Principal shall first give the Warrantor 10 Working Days' notice, or such other reasonable time as agreed by the Principal, to carry out and complete the remedial work. If the Warrantor does not do so within that time, the Principal may then advise the Warrantor in writing that the work will be carried out by other Persons.
- 4.3** In such an event, the Warrantor is not released from its obligations under this warranty, which continue in full force and effect, except for the defect remedied by the Principal or by another Person contracted by the Principal.
- 4.4** The reasonable Cost of remedial work carried out by such other Persons including all reasonable Costs of the Principal shall be paid to the Principal by the Warrantor on demand.

5 Exclusions

The Principal agrees that the Warrantor is not liable for any defect or damage caused by:

- (a) Wilful act or negligence of the Principal or any Person other than the Warrantor;
- (b) Fire, explosion, earthquake, war, subsidence, slips, faulty materials, or workmanship other than caused by the defect in the Warranted Works;
- (c) Any force of nature which the Warrantor could not have reasonably foreseen;
- (d) Any neglect or unnecessary delay by the Principal in giving notice to the Warrantor of a defect in the Warranted Works becoming apparent;
- (e) Design faults, errors, or discrepancies, unless the Warrantor undertook the design of the part of the Warranted Works that is the subject of the defect;
- (f) Use of the Warranted Works by the Principal or any other Person in any manner or for any purpose not being the intended manner of use or purpose of the Warranted Works;
- (g) Failure by the Principal or other Person to maintain the Warranted Works in accordance with good practice and any manufacturer's stated or recommended instructions or requirements; or
- (h) Fair wear and tear.

6 Assignment

The Principal may assign the benefit of this warranty to any Person.

7 Disputes

Any dispute between the Principal and the Warrantor arising out of this warranty is to be referred to arbitration before a sole arbitrator. If, within 15 Working Days of notice of dispute, the Principal and the Warrantor cannot agree on a single arbitrator, either party may request the President of the Arbitrators' and Mediators' Institute of New Zealand to appoint an arbitrator.

In witness of which this deed has been executed.

SIGNED on behalf of the Contractor by:

[Click to enter text or paste signature](#)

Director

SIGNED on behalf of the Warrantor by:

[Click to enter text or paste signature](#)

Director

[Click to enter text or paste signature](#)

Director

SIGNED on behalf of the Principal by:

[Click to enter text or paste signature](#)

Full name:

Position:

Date:

NOTE – The warranty shall be executed by the Warrantor and the Principal in the manner required for execution of a deed. Any of these parties which are a company shall execute the warranty by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the Warranty is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute by affixing its seal, which shall be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

ATTACHMENT 6 - TECHNICAL SPECIFICATIONS

Refer to folder labelled “*Attachment 6 – Technical Specifications*”

ATTACHMENT 7 - DESIGN DRAWINGS SET

Refer to folder labelled “*Attachment 7 – Design Drawings Set*”

ATTACHMENT 8 – EIA AND SIA REPORTS

The Environmental Impact Assessment and Social Impact Assessment reports are attached for information only:

1. Environmental Impact Assessment: CIIC, May 2016
2. Social Impact Assessment: Peacock Taylor C., April 2016

Refer to folder labelled “Attachment 8 – EIA and SIA Reports”

ATTACHMENT 9 - MISCELLANEOUS REPORTS

The following reports are attached for information only:

1. Asbestos Analysis of Soil Samples: K2 Environmental Ltd, September 2015
2. Building Inspection Report: AJ Herman Consults, March 2016
3. Tereora College Heritage Protection Overview Report: CIIC, 2016
4. Report on Existing Wastewater Treatment Plant: Nooapii T, May 2016

Refer to folder labelled “Attachment 9 – Miscellaneous Reports”