**Request f or Tender**

**Avatiu Valley Bridge Improvements and Stream Embankments Stabilisation Project**

**Contract No. C16-07**

**Date of Release: 01/09/ 2016**

**ID: 161710**

INFRASTRUCTURE COOK ISLANDS





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

[solomona.solomona@cookislands.gov.ck](mailto:solomona.solomona@cookislands.gov.ck)

**TENDER CLOSING TIME: 3:00 pm (CI Time) 16/09/ 2016**

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**Revision History**

|  |  |  |  |
| --- | --- | --- | --- |
| **Revision Nº** | **Prepared By** | **Description** | **Date** |
| A | Tenga Mana |  | Apr 2016 |
| B | Solomona Solomona |  | May 2016 |
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|  |  |  |  |

**Document Acceptance**

|  |  |  |  |
| --- | --- | --- | --- |
| **Action** | **Name** | **Signed** | **Date** |
| Documents checked | Paul Maoate, Civil Engineer |  | 10/05/2016 |
| Documents checked | Joanne Rose, Chartered Accountant |  | 23/05/2016 |
| Documents checked | Catherine Evans, Crown Law Office |  | 03/06/2016 |
| Documents checked | Secretariat, Tender Committee |  |  |
| Approved for issue | Ngametua Pokino,  Secretary, ICI |  |  |

**Glossary and Definitions**

|  |  |
| --- | --- |
| **Term** | **Explanation** |
| RFT | Request for Tender |
| Tender Team | The team that is responsible for the management of this Tender, including the evaluation and administrative functions |
| Tender Evaluation Team (TET) | The group of people within the Tender Team that will evaluate this  Tender |
| Principal | Secretary, Infrastructure Cook Islands |
| ICI | Infrastructure Cook Islands |
| MFEM | Ministry of Finance and Economic Management |
| Manual | The Cook Islands Government Financial Policies and Procedures manual |
| Designated Site | Avatiu Valley Bridge, Avatiu Valley, Rarotonga. |
| Product (Materials) | Concrete, Basalt Armour Rocks, Backfill Materials, Filter Cloth |
| Services | Contract works |
| Project Engineer | Tenga Mana  Responsible for the administration and overseeing Engineering aspects of the project. |
| Clerks of Works or Engineers Representative | Patrick Tangapiri  Appointed by the Project Engineer and responsible to supervise the project works. |

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**Introduction**

**Summary of Requirement**

1. Through this RFT, Infrastructure Cook Islands (the 'principal'), wishes to implement the **Avatiu Valley Bridge Improvements and Stream Embankments Stabilisation** project. This RFT is for the Supply of Products and Services for the above project.

2. This RFT will identify Tenderers that are able to undertake the contract works as per NZS 3910:2013 - CONDITIONS OF CONTRACT FOR BUILDING AND CIVIL ENGINEERING CONSTRUCTION, for the Supply and Build Contract according to the specifications and standards set out in Appendix B – Tender Specification

3. Tenderers should note the requirements relating to the lodgement and content of responses to this RFT as set out in clauses 7 to 14 (Submission and Tender Closing Time) and Appendix A (Form of Tender and Compliance Checklist) are mandatory. The Principal will reject any Tender that fails to comply with one or more of these requirements.

4. Tenderers should ensure they are registered and have downloaded or received all files for the

RFT including all prospective notices.

5. Tenders are invited from companies’ offering to undertake the contract works Supply and Build Contract on a fixed-price contract basis.

6. Tenders will be evaluated according to the process set out in Appendix D for this RFT.

**Submission of Tender**

7. Tenders must be submitted in hard copy format (two copies) in an envelope marked "CONFIDENTIAL" and have the following information clearly exhibited on the outside:

TO: The Principal

Infrastructure Cook Islands

Arorangi Rarotonga COOK ISLANDS

FROM: (Name of Tenderer) (Tenderers address 1) (Tenderers address 2) (Tenderers address 3)

TENDER FOR: C16-07 AVATIU VALLEY BRIDGE IMPROVEMENTS AND STREAM EMBANKMENTS STABILISATION PROJECT

TENDER CLOSES: 3.00PM, 16th September 2016

8. Tenders received must be recorded on the "Tenders Received at Closing Date" Form “by the receiver at the Agency” and placed in the Tender Box by the due time and date. Failure to do so will result in the tender being rejected.

9. Form of Tender is specified in Appendix A.

10. Facsimile and electronic tenders will not be accepted.

**Tender Closing Time**

11. Tenders close at 3.00pm on 16th September 2016.

12 The Tender Box is located at the Infrastructure Cook Islands office in Arorangi, Rarotonga, Cook Islands.

13. The Tenderer is responsible for ensuring that their Tender is placed in the designated Tender Box by the closing time.

14. Late tenders will not be accepted and will be returned unopened.

**Contact Officer**

15. Any queries in relation to this RFT should be by email to the Contact Officer: Person: Solomona Solomona

Telephone: (+682) 20321

Email: [solomona.solomona@cookislands.gov.ck](mailto:tenga.mana@cookislands.gov.ck)

**Further Information or Clarifications**

16. Any further information or clarification required by the Tender in relation to this RFT must be directed to the Contact Officer.

17. The Contact Officer may respond to queries received before the Enquiry Cut-Off Time (See Table 1) and may not respond to enquiries received after the relevant Enquiry Cut-Off Time.

18. The request and responses to any such request shall be given in writing and shall be circulated by sequentially numbered notices to registered Tenderers. Where the 'Principal' considers that the competitive advantage of individual Tenderers may be compromised by the distribution of responses to the request for information and/or clarifications to all Tenderers, the 'Principal' reserves the right to issue a response only to that Tenderer. Any additional information relating to this RFT will be uploaded to [**www.procurement.gov.ck**](http://www.procurement.gov.ck/) .

**Key Dates**

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

|  |  |
| --- | --- |
| **Details** | **Date** |
| Issue of Request for Open Tender | Thursday 01 September 2016 |
| RFT Enquiry Cut-Off Time | 3.00pm Wednesday 14th September 2016 |
| Tender Close | 3.00pm Friday 16th September 2016 |
| Tender Evaluation Complete | Wednesday 21 September 2016 |
| Contract Awarded and Contract Works Commencement | Friday 23 September 2016 |

**Selection Process**

19. All tenders deposited in the Tender Box by the Closing Time will be considered. Tenders submitted in the form specified in Appendix A (Forms A1 to A8) to this RFT will proceed to the tender evaluation stage.

20. Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Appendix D. Failure to comply with the Standard Conditions will result in immediate exclusion from the Tender Evaluation process.

**Notification of Acceptance**

21. Tenders shall remain open for acceptance and shall not be withdrawn for a period of sixty (60) working days from the Closing Date of the tender.

22. Unsuccessful tenderers shall be notified in writing by the Principal or their representative within 10 working days of acceptance of the preferred tender.

23. If no tender is accepted by the Principal within twenty (20) working days after the Closing Date, each tenderer will be notified in writing by the Principal or their representative whether their tender is still under consideration or is no longer being considered.

24. The Tender Team reserves the right to contact referees and/or customers regarding the performance of the tenderer as it may pertain to this RFT.

25. The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.

26. When the preferred companies has been identified by the Tender Evaluation Team, the Principal will invite the companies to enter into negotiations based on the draft contract at Appendix C to this RFT. Only when the parties have agreed to the terms of the contract and executed the contract will the Principal issue to the successful tenderer a Letter of Acceptance.

27. Tenderers will not be entitled to see the evaluation documents. However, provision for appeal and request for further information leading to the cause of the decision will be provided.

28. If no tender has been accepted within the period stated, the Principal will notify the Tenderers that no tender was accepted and may:

1. Invite all Tenderers to provide additional information; and/or

2. Re-advertise the project extending the closing date of the tender. Tenderers may either re-tender or provide additional information to support their existing tender already received by the Principal.

**Probity**

29. No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: tenderers or potential tenderers, tender team members, evaluation team members, the Head of Ministry, or any other member or organisation that may have an involvement with any aspect of the tender process.

**Statement of Requirements**

30. The specification of the Product and Services to be delivered are described in Appendix B.

31. To enable the Product and Services to be completed, Tenders must include provisions for the Tenderer, in the Tender Price to:

a. Provide all technical and administrative resources required to successfully deliver the Product and Services described in Appendix B.

b. Provide weekly progress reports to the Principal on the delivery status of the Product and Services.

c. Provide warranties and guarantees on handover of the Product and Services.

32. The Product and Services are to be delivered within the timeframe agreed to in the final Contract.

33. The tenderer should note that they can only tender for the whole of the Contract Works specified in Appendix B and according to the conditions set out in Appendix C. It is the tenderer’s responsibility to carry   
 out any site visits necessary.

**Conditions of Tendering**

**Standard Conditions**

34. Tenders must be completed in the format contained in Appendix A of this RFT. If offers do not comply with this format, they will not be accepted.

35. Tenders must be deposited in the required form in the Tender Box by the closing time as specified in

Clause 11 of this RFT.

36. A) All proposals and related documentation in respect of this RFT must be in the English language.

B) Tenderers are to tender on all parts of the tender, i.e. to supply product and services for the whole of the contract works as specified in the RFT.

37. A) Tenders must be presented in hard copy format only (two copies) and delivered in a sealed envelope to the location specified in Clause 12 of this RFT. Facsimile and electronic proposals will not be accepted.

B) All prices quoted must be in New Zealand dollars and inclusive of freight where applicable, and delivery charges to the site at Avatiu, Rarotonga plus service charges.

38. Any foreign companies intending to submit a Tender must seek approval from the Business Trade Investment Board (BTIB) before submitting a Tender. Any fees associated with the application and registration process are to be covered by the Tenderer.

**Registration of Tenderers**

39. Prospective Tenderers must register their interest to participate in this RFT by emailing the Contact Officer prior downloading e-copy or uplifting a copy of the RFT document. Only Tenderers who have emailed the Contact Officer and have received an acknowledgement of receipts will receive notices as and when they are issued.

**Information Supplied by Tenderer**

40. The Principal may ask Tenderers to provide additional information during tender evaluations. The

Tenderer must supply that information in the form and within the time stated in the Principal's request.

41. The Principal may contact Tenderer's referees, competitors, or customers to enquire on the performance of the Tenderers', and/or make any other enquiries about the Tenderers' that the Principal may deem necessary.

42. Tenderers can provide additional documents/information to support their application.

43. The Principal reserves the right to require further clarification on any information or pricing supplied with any tender.

**Issue of Tender Document**

44. The Tenderer is not required to pay any fee prior to the issue of a printed copy of the Request for Tender documents.

45. RFT documents can also be obtained electronically from the Infrastructure Cook Islands or from the Cook Islands Government procurement website (www.procurement.gov.ck). Tenderers obtaining an electronic copy must ensure they are registered in accordance with clause 39.

**Negotiations**

46. Negotiations will not be permitted between the tender team and any prospective tenderers during the tender advertising period. However, prospective tenderers may seek clarification of the tender documents prior to submitting their tenders.

47. The Principal may enter into post offer negotiations with the preferred Tenderer(s) before a letter of acceptance is issued.

**Repudiation of Contract**

48. If the Tender is accepted and for some reason the Tenderer does not sign the Contract within 10

Working Days of the Principal asking the Tenderer to do so, the Principal will regard the Contract as null and void.

**Proposed Delivery Programme and Methodology**

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

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

### Warranties and Guarantees

51. Unless otherwise agreed in writing, the Tenderer shall tender to provide the minimum warranties and guarantees that will cover within the Cook Islands as set out below:

Warranty on Parts & Service 1 year minimum

Construction Defect Liability Period 6 months

**Payment Schedule**

52. Payments will be made based on the payment schedule as detailed below:

|  |  |
| --- | --- |
| Payment Component | % of Contract Price |
| 1. Upon signing of the Contract, the Principal shall pay the Contractor 10% of the  Total Contract price. | 10% |
| 2. Payment on completion of the respective component of the contract works below:   * Site Preparations * Supply and Build Bridge Concrete Works * Supply and Build Upstream Rock Revetment Walls to both Embankments * Supply and Build Downstream Rock Revetment Walls to both Embankments * Clean Up | 85% |
| 4. After the lapse of the 6 months defect liability (computed from the date of Practical  Completion, ) the Principal shall pay the Contractor the residual 5% on total contract  price.  Atiu  Aitu . | 5% |
| Note: All claims are to be directed to the following: The Engineer  Contract No. C16-07  Infrastructure Cook Islands  PO Box 102, Rarotonga |  |

**APPENDICES**

**APPENDIX A - FORM OF TENDER**

**Instructions**

a. Tenderers must complete and submit all of the forms in the format provided in this

Appendix.

b. Tenderers who fail to comply with the requirements in a. above will be deemed non- conforming and be excluded from the evaluation process.

c. Tenderers should note that the requirements relating to the lodgement of the responses to this RFT as set out in clauses 7 to 14 (Submission and Tender Closing Time) are mandatory.

d. Tenderers are required to tender for the whole contract works, i.e. supply of Product and Services.

**A1 - FORM OF TENDER**

**To:** The Secretary, Infrastructure Cook Islands Arorangi

Rarotonga

**COOK ISLANDS**

**Tender for:** Avatiu Valley Bridge Improvements and Stream Embankments Stabilisation Project, Contract No. C16-07

**Companies:**

I/We, the undersigned, having examined the Request for Tender, hereby offer to carry out part/whole of the Contract Works.

I/We, will achieve delivery in working days from the date of signing the contract.

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

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

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

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

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

The following is attached to this form:

1. A2 Compliance Checklist (and required attachments)

2. A3 Track Record

3. A4 Proposed Delivery Programme

4. A5 Team Composition and Task Assignment

5. A6 Referees Who May Be Contacted

6. A7 Tender Price

7. A8 Schedule of Quantity and Price

................................................................................................................................................................... Name of Tenderer (Print)

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

.................................................................................................................................................................. Position (Capacity of Signatory)

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

|  |  |  |
| --- | --- | --- |
| ............................................. | ................................................... | ............................................. |
| Telephone No. | Facsimile No. | Mobile No. |

...................................................................................................................... Email Address

...................................................................................................................... Signature of Witness of Tenderer

**A2 Compliance Checklist**

Table A2 below shall be filled out by indicating the extent to which the offered product complies with each of the requirements specified. The level of compliance shall be interpreted as follows:

High Fully provides or meets the requirements specified. May even exceed the requirements specified.

Medium Adequately but not fully provides or meets the requirements specified.

Low Partially but not adequately provides or meets the requirement specified. None Does not provide or meet the requirements specified. (Make a comment if an

alternative is proposed).

Use the Comments column to briefly qualify the level of compliance especially if customisation is required to achieve the level of compliance indicated. Entries are only required in the non-shaded areas.

**PRODUCT AND SERVICES – Materials & Construction**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Functionality & Specifications | | High | Med | Low | None | Comment |
|  | | (v) | (v) | (v) | (v) |  |
| The Product and Services must meet all of the following requirements: | |  |  |  |  |  |
| 1. Product Type | Basalt armour rocks Type 1  (1.0m – 1.5m average  diameter) |  |  |  |  |  |
| 2.Product Type | Basalt armour rocks Type 2  (0.5m –m average  diameter) |  |  |  |  |  |
| 3.Product Type | Backfill materials  (on-site excavated materials or imported equivalent materials) |  |  |  |  |  |
| 4. Product Type | Geotextile Filter cloth (50m  long and 4m wide rolls) -  >4000G strength, comply  With AS/NZS ISO9001:2008 |  |  |  |  |  |
| 5. Services (Construction) | Clear upstream bed (4m wide & 50m long) |  |  |  |  |  |
| 6. Services (Construction) | Clear upstream Embankments (15m wide x 100m long) |  |  |  |  |  |
| 7. Services (Construction) | Construct mass concrete casing 30MPa |  |  |  |  |  |
| 8. Services (Construction) | Clear downstream bed (4m wide & 25m long) |  |  |  |  |  |
| 9. Services (Construction) | Clear downstream Embankments (15m wide x 25m long) |  |  |  |  |  |
| 10. Services (Construction) | Construct reinforced concrete wing walls 30MPa |  |  |  |  |  |
| 11. Services (Construction) | Construct reinforced concrete spillage walls and splashing slab 30MPa |  |  |  |  |  |
| 12. Services (Construction) | Form 1:2 batter slopes |  |  |  |  |  |
| 13. Services (Construction) | Construct rock revetment walls upstream and downstream of bridge |  |  |  |  |  |
| 14. Services (Construction) | Clean up and vacate site |  |  |  |  |  |
| 15. Deliver (Supply & Build) | Max 15 weeks to complete. |  |  |  |  |  |

**A3 Track Record**

|  |  |
| --- | --- |
| Product and Services |  |
| Client |  |
| Completion date |  |
| Project duration |  |
| Activities performed |  |
| Contract value | $ |

|  |  |
| --- | --- |
| Product and Services |  |
| Client |  |
| Completion date |  |
| Project duration |  |
| Activities performed |  |
| Contract value | $ |

**A4 Propose Delivery Programme**

|  |  |  |  |
| --- | --- | --- | --- |
| **Output** | **Duration** | **Proposed Start Date** | **Proposed Completion Date** |
| Contract signed | N/A | N/A | N/A |
| Supply of Products to designated site. |  |  |  |
| Construction Services |  |  |  |

**A5 Team Composition and Task Assignment**

|  |  |  |  |
| --- | --- | --- | --- |
| Staff: | | | |
| Name of Staff: | Area of Expertise | Position Assigned | Task(s) Assigned |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

**A6 Referees who may be contacted**

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

Referee 1

|  |  |
| --- | --- |
| Client |  |
| Address |  |
| Contact Person |  |
| Contact Phone |  |
| Email Address |  |
| Summary of client relationship /  product and services |  |

Referee 2

|  |  |
| --- | --- |
| Client |  |
| Address |  |
| Contact Person |  |
| Contact Phone |  |
| Email Address |  |
| Summary of client relationship /  product and services |  |

**A7 Tender Price**

To: The Principal

Infrastructure Cook Islands

PO Box 102

Arorangi, Rarotonga

**COOK ISLANDS**

Tender for: **Avatiu Valley Bridge Improvements and Stream Embankments Stabilisation** P**roject - Contract No. C16-07**

Companies:

I/We, the undersigned, having examined the Request for Tender Documents, hereby offer to carry out part/whole of the Contract Works for the Fixed Price of

Amount NZ$

VAT (15%) NZ$

**Total Includes VAT NZ$**

................................................................................................................................................................... Name of Tenderer (Print)

..................................................................................................................................................................

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

.................................................................................................................................................................. Position (Capacity of Signatory)

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

|  |  |  |
| --- | --- | --- |
| ............................................. | ................................................... | ............................................. |
| Telephone No. | Facsimile No. | Mobile No. |

...................................................................................................................... Email Address

...................................................................................................................... Signature of Witness of Tenderer

**A8 Schedule of Quantity and Price**

**All prices and rates provided in NZ dollars, exclusive of VAT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **PROVISIONAL QUANTITY** | **UNIT** | **RATE** | **TOTAL** |
| **1** | **Site Preparations** |  |  |  |  |
| 1.1 | Supply and set out work area | LS | Item |  |  |
| 1.2 | Supply and clear stream bed (4m wide x 50m long) and both stream embankments, (15m wide x 50m long) upstream of the bridge, and cart debris to dump | 1,900 | m2 |  |  |
| 1.3 | Supply and clear stream bed (4m wide x 25m long) and both stream embankments, (15m wide x 25m long) downstream of the bridge, and cart debris to dump | 475 | m2 |  |  |
|  | Subtotal |  |  |  |  |
| **2** | **Bridge Concrete Works** |  |  |  |  |
| 2.1 | Supply and prepare site for proposed concrete works | LS | Item |  |  |
| 2.2 | Supply and build mass concrete casing around northern set of piles in accordance to the Drawings | LS | Item |  |  |
| 2.3 | Supply and build reinforced concrete retaining wall adjacent to southern set of piles in accordance to the Drawings | LS | Item |  |  |
| 2.4 | Supply and build 4 nos reinforced concrete wing walls in accordance to the Drawings | LS | Item |  |  |
| 2.5 | Supply and build reinforced concrete spillage walls and splashing slab in accordance to the Drawings | LS | Item |  |  |
| 2.6 | Supply, place and compact backfill to raise stream bed level in accordance to the Drawings | LS | Item |  |  |
|  | Subtotal |  |  |  |  |
| **3** | **Upstream Rock Revetment Walls to both Embankments** |  |  |  |  |
| 3.1 | Supply, prepare and form 1:2 batter slopes 25m long | 500 | m2 |  |  |
| 3.2 | Supply and place filter cloth | 500 | m2 |  |  |
| 3.3 | Supply and place basalt armour rocks Type 2 (0.5 – 0.7m average diameter) | 270 | m3 |  |  |
| 3.4 | Supply and deliver basalt armour rocks Type 1 (0.8m - 1.0m average diameter) | 405 | m3 |  |  |
|  | Subtotal |  |  |  |  |
| **4** | **Downstream Rock Revetment Walls to both Embankments** |  |  |  |  |
| 4.1 | Supply, prepare and form 1:2 batter slopes 25m long | 500 | m2 |  |  |
| 4.2 | Supply and place filter cloth | 500 | m2 |  |  |
| 4.3 | Supply, delivery and place basalt armour rocks Type 2 (0.5 – 0.7m average diameter) | 270 | m3 |  |  |
| 4.4 | Supply and deliver basalt armour rocks Type 1 (0.8m - 1.0m average diameter) | 405 | m3 |  |  |
|  | Subtotal |  |  |  |  |
|  |  |  |  |  |  |
| **5** | **Clean up** |  |  |  |  |
| 5.1 | Supply and clean up and vacate site | LS | Item |  |  |
|  | Subtotal |  |  |  |  |
|  |  |  |  |  |  |
| **6** | **Contract Price** |  |  |  |  |
| 6.1 | Total Excluding VAT |  |  |  |  |
| 6.2 | VAT |  |  |  |  |
| 6.3 | Total Including VAT |  |  |  |  |

**APPENDIX B - Tender Specifications**

B1 Product Requirements

B1.1 Overview

Infrastructure Cook Islands ('the Principal') desires for the Supply of Product and Services that in general will:

1. Be durable and ideal for environmental conditions such as that in the Cook Islands;

2. Be treated to prolong life use;

3. Be readily available locally; and

B1.2 Specific Requirements

The mandatory (or minimum) requirement for the Products and Services are provided below in Table 1. Tenderers must ensure that their tendered fixed-price adequately covers the requirements.

**Table 1: Mandatory Requirements**

**PRODUCTS AND SERVICES**

|  |  |
| --- | --- |
| **Condition** | **Premium** |
| 1. Product Type | Basalt armour rocks Type 1  (1.0m – 1.5m average  diameter) |
| 2.Product Type | Basalt armour rocks Type 2  (0.5m –m average  diameter) |
| 3.Product Type | Backfill materials  (on-site excavated materials or imported equivalent materials) |
| 4. Product Type | Geotextile Filter cloth (50m  long and 4m wide rolls) -  >4000G strength, comply  With AS/NZS ISO9001:2008 |
| 5. Services (Construction) | Clear upstream bed (4m wide & 50m long) |
| 6. Services (Construction) | Clear upstream Embankments (15m wide x 100m long) |
| 7. Services (Construction) | Construct mass concrete casing 30MPa |
| 8. Services (Construction) | Clear downstream bed (4m wide & 25m long) |
| 9. Services (Construction) | Clear downstream Embankments (15m wide x 25m long) |
| 10. Services (Construction) | Construct reinforced concrete wing walls 30MPa |
| 11. Services (Construction) | Construct reinforced concrete spillage walls and splashing slab 30MPa |
| 12. Services (Construction) | Form 1:2 batter slopes |
| 13. Services (Construction) | Construct rock revetment walls upstream and downstream of bridge |
| 14. Services (Construction) | Clean up and vacate site |
| 15. Deliver (Supply & Build) | Max 15 weeks to complete. |

B2 **General Scope of Works**

Under this Contract the Principal wishes to improve the bridge crossing at Avatiu Valley in Avatiu, Rarotonga.

The work under the Contract (Supply and Build) generally will involve:

Site Preparation

* Setting out
* Clear stream bed (4m wide x 50m long) and both stream embankments, (15m wide x 100m long) upstream of the bridge, and cart debris to dump
* Clear stream bed (4m wide x 25m long) and both stream embankments, (15m wide x 25m long) downstream of the bridge, and cart debris to dump

Bridge Concrete Works

* Construction of a mass concrete casing for the bridge piles.
* Construction of a reinforced wing wall.
* Construction of reinforced concrete spillage wall and splashing slab.
* Supply, place and compact backfill to raise stream bed level in accordance to the Drawings

Upstream Rock Revetment Walls to both Embankments

* Construction of rock revetment walls along the stream embankments upstream of the bridge.

Downstream Rock Revetment Walls to both Embankments

* Construction of rock revetment walls along the stream embankments downstream of the bridge.

Site Clean Up

* Clean up and vacate site

**APPENDIX C – GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract shall be those included in NZS 3910:2013 - CONDITIONS OF CONTRACT FOR BUILDING AND CIVIL ENGINEERING CONSTRUCTION.

**2. SCHEDULES TO GENERAL CONDITIONS OF CONTRACT**

The schedules listed below apply to this contract and replace or add to the schedules printed in NZS

3910:2013.

First Schedule Special Conditions of Contract

Part A – Specific Conditions of Contract

Part B – Other Conditions of Contract

Second Schedule Contract Agreement

Ninth Schedule Contractor's construction machinery insurance

**PART A – SPECIFIC CONDITIONS OF CONTRACT**

Numbers in brackets refer to General Conditions of Contract clauses.

(1.2) The Principal is The Secretary, Infrastructure Cook Islands

(2.1.1) This contract is a Measure and Value contract.

(2.5.1) This contract is a construction contract around public roads

(2.6.1) This contract is not a local authority contract but the requirements of 2.6.4 (a) and (b) shall still apply.

(3.1.1) A Contractor's bond is not required.*⌘ Include if Contractor's bond for performance of the contract is required. It is usual to require a performance bond to allow a Principal to recover costs in the event of a Contractor's default.⌘ Include if a bond is required. Check amount with the Principal. Insert at [1] the amount of the bond. This is usually 10% of the estimated contract value for small jobs, reducing to 5% for larger jobs.*

(3.2.1) A Principal's bond is not required.

*⌘ Include where Principal's bond is not required (usual case).*

(5.4.3) *[1]*Any necessary *[2]* access to adjoining properties *[3][4]*shall be arranged by the Contractor. *[5][6].*

*⌘ Select options between [1] – [6] for access to neighbouring properties as appropriate.*

(5.5.2) The Contractor is not required to provide facilities for separate contractors.

*⌘ Include if [C] is not included*

*[D]*(5.6.6(g)) No further risks are specifically accepted by the Special Conditions.

*⌘ Usually included.*

(5.7.5) Safety hazards associated with the Contract Works or the Site are as set out in C0100.13.*[2].*

*⌘ Usually required.*

*⌘ Cross check with preliminaries and general specification.*

*⌘ Include if [L] not included, delete relevant sections from preliminaries and general specification.*

(6.1.2) The Engineer is Tenga Mana*[1]* of Infrastructure Cook Islands

(6.3) The Engineer's Representative shall be Patrick Tangapiri of Infrastructure Cook Islands *[2]*

*⌘ Always include. Fill in name of Engineer at [1] and qualifications at [2]. Sometimes [1] to [2] is omitted and replaced with the description of an office holder, eg. The Engineering Manager of ................. It is not sufficient to nominate a company alone as the Engineer.*

(7.1.2(d)) Risks specifically excepted are set out in (5.6.6 (g)) above.

*⌘ Always required.*

*⌘ INSURANCE CLAUSES - General*

*⌘ Insurance advice, policies and degree of cover offered under 'standard' policies vary considerably within the insurance industry. Therefore, the Principal should be approached in all instances and asked to verify the insurance provisions. For larger or unusual or high risk jobs, seek advice from the Principal’s insurers or brokers on insurance provisions before tender documents are issued for tender. Such advice is mandatory if the Principal is to arrange insurance under the contract, under which the Contractor is co-insured, particularly when the Contract Works are in the nature of additions, alterations, repairs or maintenance, or adjacent to existing structures.*

*⌘ Include [A] to [B] below, where the Contractor insures the Contract Works and Materials, or select [C] if Principal insures Contract Works and Materials.*

*[A]*(8.1) The Contractor shall insure as provided in 8.1

(8.2.1) Contractor’s Plant insurance is required for each item of construction machinery on the Site owned by the Contractor that has a market value of more than $10,000.

(8.5.4) Information as to Contractor's Insurances are set out in the following Schedules:

Ninth Schedule – Information as to the Contractor’s construction machinery insurance

(9.1.1) The Engineer may order any variation to the Contract Works within the scopes of the Contract that will increase or decrease the quantity of work, omit any work, require additional work to be carried out.

(9.2.1) The Contractor shall not vary the Contract Works without an order in writing from the Engineer.

(9.3.1) Variations wherever practical shall be valued and approved by the Principal before the work involved is commenced.

(10.2.1) The period to be used for calculating the Due Date for Completion, in respect of the Contract Works is 15 Weeks.

(10.4.5(a)) A producer statement is not required*.*

*⌘ Include if producer statement is required, bearing in mind that the statement need not be confined to construction but may also include other project activities eg manufacturing or procurement. Cross check with 11.3.2 where producer statements are requested prior to the Defects Liability Certificate.*

*⌘ Include if As-built drawings and/or O&M manuals are required. Omit [1]-[2] or [2]-[3] if not required. Check with Preliminary and General and 5.18.*

*[J]*(10.5.1) Liquidated damages shall not apply.

(10.6.1) A bonus shall not be payable for early completion.

(11.1.1) The Period of Defects Liability shall be six months. *[1]*

(11.5.1) No guarantees are required*.*

(12.1.1) The Principal’s requirements for receipt and processing of payment claims are as specified in the Payment Schedule in the Introduction Section. Claims shall be submitted as agreed between the Contractor and Principal prior to signing the Contract.

(12.1.2(b)(iv)) Advances for Temporary Works, Plant or Materials not yet on Site shall be made to the

Contractor.

(12.3.1) The percentage to be retained from each progress payment shall 5% and the limit of the total sums retained shall be *⌘ Always required.*

*[A]*5% of the total Contract Price.

(12.8.2) Cost fluctuation adjustments shall not be paid*.*

(12.9.1) There are no Provisional Sums.

(12.10.1) There are no Prime Cost Sums.

(12.11.1) There are no contingency sums.

(15.1.2) For the purposes of service of notices:

(a) The Principal is The Secretary, Infrastructure Cook Islands

of postal address;

PO Box 102

Rarotonga

Cook Islands

(b) The Engineer is Tenga Mana, Infrastructure Cook Islands of postal address;

PO Box 102

Rarotonga

Cook Islands

(c) Payment claims shall be addressed to,

The Engineer

Contract No. C16.07

Infrastructure Cook Islands

PO Box 102

Rarotonga

Cook Islands

**CONTRACT AGREEMENT**

**THIS AGREEMENT** is made on the day of 2016

**BETWEEN**  Her Majesty the Queen, In Right of the Government of the Cook Islands acting by and through Ngametua Pokino, the Secretary of Infrastructure Cook Islands **(**hereinafter referred to asthe **“Principal”)** of the one part;

**AND** **,** a duly incorporated company having its registered office at Rarotonga, Cook Islands, together with its executors, successors and assigns and (hereinafter referred to as the **“Contractor”)** of the other part.

**WHEREAS** the Principal is desirous of employing the services of the Contractor to carry out the Contract Works at the Avatiu Valley bridge and stream embankments stabilisation in Avatiu Valley.

**The Principal and the Contractor agree as follows:**

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

1. The notification of acceptance tender (*Appendix 1*)
2. The Contractor's Tender (*Appendix 2*)
3. The Schedule of Prices (*Appendix 3*)
4. The General Conditions of Contract (*Appendix 4*)
5. The Specifications issued prior to the Date of Acceptance of Tender *(Appendix 5)*
6. The Drawings (*Appendix 6)*

The Principal hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price of ............................................. (..............) inclusive of VAT or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Cook Islands.

**DATED** the day of 2016

**SIGNED by HER MAJESTY THE QUEEN IN RIGHT** )

**OF THE GOVERNMENT OF THE COOK ISLANDS,** )

Acting by and through the Secretary of Infrastructure )

Cook Islands:

**WITNESS** to the signature of the Principal: )

# THE COMMON SEAL of ........................................ )

as Contractor was duly affixed: )

**WITNESS** to the signature of the Contractor: )

**APPENDIX D - EVALUATION CRITERIA**

The Evaluation Criteria has been drawn from the Statement of Requirements, Standard Conditions and Special Conditions as articulated in the RFT. In accordance with clause 24.5 of the Manual, Tenders that did not meet the Standard Conditions are deemed non-compliant.

**D1 Standard Conditions**

|  |  |
| --- | --- |
| **Criteria** | **Compliant**  **(Yes/No)** |
| 1. Tender was deposited in the Tender Box by the closing time specified in the  RFT. |  |
| 2. Tender is complete: contents and format contained in Appendix A (Forms A1  to A8) of the RFT has been followed. |  |
| 3. Proposal and related documentation was submitted in the English  language. |  |
| 4. Tenderers must tender on all parts of the tender, i.e. to supply and build construction for the whole of the contract works as specified in the RFT. |  |
| 5. Tenders must be presented in hard copy format only as specified in this RFT |  |
| 6. All prices must be in NZ dollars inclusive of freight and delivery charges to [name designated site]. |  |

**D2 Special Conditions**

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

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

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

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

|  |  |
| --- | --- |
| **Criteria** | **Weight (%)** |
| **Non-Price Attributes** |  |
| 1. Compliance with contract terms | 5 |
| 2. Relevant Experience | 15 |
| 3. Implementation - can deliver the Products and Services within reasonable set  timeframe.  timeframe (12 weeks) | 10 |
| 4. Locally based company and resources | 15 |

|  |  |
| --- | --- |
| **5. Price** | 55 |
| **TOTAL WEIGHTING** | **100** |

**D3 Risk Evaluation**

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

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