**Request f or Tender**

**Rarotonga Road Improvement Project, Takuvaine to Avatiu**

**Contract No. C16-12**

**Date of Release: 25th October 2016**

**ID: 161716**

**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:**

**3:00pm Tuesday 15th November 2016 (Cook Islands Time)**

**Revision History**

|  |  |  |  |
| --- | --- | --- | --- |
| **Revision No** | **Prepared By** | **Description** | **Date** |
| A | Tenga Mana, Civil Engineer | Document for review | Sep 2016 |
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**Document Acceptance**

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| --- | --- | --- | --- |
| **Action** | **Name** | **Signed** | **Date** |
| Documents checked | Paul Maoate, Civil Engineer |  | Oct 2016 |
| Documents checked | Saki Tora, Chartered Accountant |  | Oct 2016 |
| Documents checked | Catherine Evans, Crown Law Office |  | Oct 2016 |
| Documents checked | Taina Iro, Secretariat, Tender Committee |  | Oct 2016 |
| Approved for issue | Ngametua Pokino, Secretary, ICI |  | Oct 2016 |

# **Glossary and Definitions**

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| |  |  | | --- | --- | | **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 | Road network from Takuvaine to Avatiu, Avarua, Rarotonga. | | Services | Contract Works i.e. design and build contract | | Project Engineer | Tenga Mana, Responsible for the administration and overseeing Engineering aspects of the project. | | Project Engineer’s Representative | To be appointed by the Project Engineer and responsible for the supervision of the Contract Works. | |  |  |
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# **TENDERING**

## Summary of Requirements

1. Through this RFT, Infrastructure Cook Islands (the 'Principal'), wishes to implement the Rarotonga Road Improvement Project, Takuvaine to Avatiu. This RFT is for the Design and Build Contract for the implementation of the Contract Works.
2. This RFT will identify Tenderers that are able to undertake the contract works according to NZS 3910:2013 Conditions of Contract for Building and Civil Engineering Construction and the specifications stipulated in Appendix B – Technical Specifications
3. The scope of the project will include upgrading about 4.6km of existing roads. The Contract Works will generally include but not limited to the following;

* Preparation of the road base layers
* Carry out roadside works including drainage systems where required
* Relocating services where required
* Laying of new base course layers
* Laying of hotmix road surface
* Installation of road signs
* Marking of road centrelines on road RD008

1. Tenderers should note the requirements relating to the lodgement and content of responses to this RTF as set out in clauses 8 to 15 (Submission and Tender Closing Time) and Appendix A (Form of Tender) are mandatory. The Principal will reject any Tender that fails to comply with one or more of these requirements.
2. Tenderers should ensure they are registered and have downloaded or received all files for the RTF including all Notices to Tenderers
3. Tenders are invited from companies offering to undertake the contract works Supply and Build Contract on a fixed-price contract basis.
4. Tenders will be evaluated according to the process set out in Appendix D of this RFT.

## Submission of Tenders

1. Tenders must be submitted in hard copy format (two copies) in two envelopes 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: C16-12 Rarotonga Road Improvements Project, Takuvaine to Avatiu

TENDER CLOSES: 3.00pm, Tuesday 15th November 2016

The Tender shall be submitted in two envelopes as follows:

1. Envelope 1: Technical Proposal Excluding Price

Tenderers must complete and submit forms included in Appendix A1 and A3 to A12 of this document.

Tenderers must provide *[1]* identical copies of their Non-price Attribute submission. One copy must be marked original and the other marked copy.

*⌘ Insert at [1] the number of copies, NZTA standard is four.*

The non-price attribute submission must not exceed *[2]* 25 pages of single sided A4 size pages of ordinary type (12 point Times Roman or similar typeface). The page limit includes all subcontractor attribute information. A3 size paper shall be deemed to be two A4 pages, and shall be numbered accordingly.

Tenderers shall number the pages, and for any submissions that exceed the page limit, the first *[2]* pages, excluding the additional pages, only will be considered for the tender evaluation.

*⌘ Insert at [2] in both paragraphs above the number of pages, NZTA standard is 25.*

Additional pages must be included as follows:

* Title Page (one page)
* Index (one page)
* CVs (one page for each person nominated in the tender)
* Proposed Subcontractors
* Preliminary Programme

1. Envelope 2: Price

Completed and signed Tender Form and Schedule of Prices, refer to Appendix A2.

1. Tenders received must be recorded on the "Tenders Received Form” by the receiver at the ICI and placed in the Tender Box by the due time and date. Failure to do so will result in the tender being rejected.
2. Form of Tender is specified in Appendix A1.
3. Facsimile and electronic tenders will not be accepted.

## Tender Closing Date

1. Tenders close at 3.00pm on Tuesday 15th November 2016.
2. All tenders must be deposited in the Tender Box located at the ICI office in Arorangi, Rarotonga, Cook Islands.
3. The Tenderer is responsible for ensuring that their Tender is placed in the designated Tender Box by the closing time.
4. Late tenders will not be accepted and will be returned unopened.

## Contact Officer

1. Any queries in relation to this RFT should be by email to:

Contact Officer: Solomona Solomona

Telephone: (+682) 20321

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

## Further Information or Clarifications

1. Any further information or clarification required by the Tender in relation to this RFT must be directed to the Contact Officer.
2. 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.
3. 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 RTF

|  |  |
| --- | --- |
| **Details** | **Date** |
| Issue of Request for Open Tender | Tuesday 25th October 2016 |
| RFT Enquiry Cut-Off Time | 3.00pm Friday 11th November 2016 |
| Tender Close | 3.00pm Tuesday 15th November 2016 |
| Tender Evaluation Complete | Friday 25th November 2016 |
| Contract Awarded and Signed | 7th December 2016 |
|  |  |

## Selection Process

1. 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 A12) to this RFT will proceed to the tender evaluation stage.
2. 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

1. 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.
2. Unsuccessful tenderers shall be notified in writing by the Principal or their representative within 10 Working Days of acceptance of the preferred tender.
3. 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.
4. The Tender Evaluation Team reserves the right to contact referees and/or customers regarding the performance of the tenderer as it may pertain to this RFT.
5. The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.
6. When the preferred tenderer has been identified by the Tender Evaluation Team, the Principal will invite the tenderer to enter into negotiations based on the draft contract in Appendix C. 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.
7. 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.
8. If no tender has been accepted within the period stated, the Principal will notify the Tenderers that no tender was accepted and may:
9. Invite all Tenderers to provide additional information; and/or
10. 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

1. 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

1. The specifications for the Design and Build Contract are to be prepared by the Tenderer as described in Appendix B.
2. To enable the Contract Works to be completed, Tenders must include provisions for the Tenderer, in the Tender Price to:
3. Provide all technical and administrative resources required to successfully complete the Contract Works described in Appendix B.
4. Provide project progress reports to the Principal on a two-weekly basis as specified in Appendix C.
5. Provide warranties and guarantees as specified in Appendix B.
6. The Contract Works are to be completed within the timeframe agreed to in the Contract.
7. The tenderer should note that they can only tender for the whole of the Contract Works specified in Appendix C and according to the specifications stipulated in Appendix B. It is the tenderer’s responsibility to carry out any site visits necessary.

## Conditions of Tendering

**Standard Conditions**

1. Tenders must be completed in the format contained in Appendix A. If offers do not comply with this format, they will not be accepted.
2. Tenders must be deposited in the required form in the Tender Box by the closing time as specified in Clause 11.
3. a) All proposals and related documentation in respect of this RFT may be in the Maori or English languages, but if in Maori an English translation must be provided.

b) Tenderers are to tender on all parts of the tender.

1. a) Tenders must be presented in hard copy format only (two copies) and delivered in a sealed envelope to the location specified in Clause 13 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 and any costs associated with completing the Contract Works.

1. 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

1. 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 the Tenderer

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

## Issue of Tender Document

1. The Tenderer is not required to pay any fee prior to the issue of a printed copy of the Request for Tender documents.
2. 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 40.

## Negotiations

1. 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.
2. The Principal may enter into post offer negotiations with the preferred Tenderer(s) before a letter of acceptance is issued.

## Repudiation of Contract

1. 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.

## Preliminary Programme

1. Each Tenderer is required to submit, on lodgement of their tender, a proposed methodology and programme of works outlining how the works would be executed, including special tasks, targets and timelines, and make provisions for the possibility of time extensions.
2. The format for the Delivery Programme to be submitted by Tenderers is to be in the form of Gantt Chart using MS Project.

## Warranties and Guarantees

1. 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:
2. Warranty on Materials & Service 1 year minimum
3. Construction Defects Liability Period 12 months

## Payment Schedule

1. Payment claims will be made based on the payment schedule as detailed below:
2. All claims are to be submitted to the Project Engineer on the 27th day of the month. The Contractor will have 3 Working Days from the 27th day of the month to submit each claim. Any claims submitted after the 3 Working Days will not be processed until the following month.
3. The Project Engineer will have 10 Working Days to verify each payment claim submitted by the Contractor. Subject to approval the Project Engineer will submit the claim to the ICI Corporate Services Division, Finance Unit accompanied with a cover letter and an Application and Certificate for Payment.
4. The ICI Finance Unit will have 5 working days to verify the payment claim, prepare documents for payment request, and submit these to the MFEM for processing payments.
5. The MFEM will have three working days to verify the payment request and process payments. Note that all payments will be made to a bank account nominated by the contractor.
6. All payment claims are to be directed to;

The Project Engineer

Contract No C16-12

Infrastructure Cook Islands

PO Box 102,

Rarotonga

# **APPENDIX A**

**Instructions**

1. Tenderers must complete and submit all of the forms in the format provided in this Appendix.
2. Tenderers who fail to comply with the requirements in Section 1 above will be deemed non- conforming and be excluded from the tender evaluation process.
3. Tenderers should note that the requirements relating to the lodgement of the responses to this RFT as set out in clauses 8 to 15 (Submission and Tender Closing Time) are mandatory.
4. Tenderers are required to tender for the whole of the Contract Works, i.e. the Design and Build Contract.

## A1 – Form of Tender

**To:** The Secretary

Infrastructure Cook Islands

Arorangi

Rarotonga

**COOK ISLANDS**

**Tender for:**  Rarotonga Road Improvements Project, Takuvaine to Avatiu, Contract No. C16-12

**Supplier:**

I/We, the undersigned, having examined the Request for Tender, hereby offer to complete, hand-over to the Principal and remedy defects in the whole of the said Contract Works.

This Tender includes full allowance for Notice(s) to Tenderers number(s)

I/We, undertake to complete and hand over the whole of the Contract Works within

Working Days from the date of signing the contract.

I/We, agree to abide by this Tender for a period of sixty (60) Working 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 into existence, and no legal or other obligations shall arise between us and you (or between us and any other agent of the Principal) in relation to the conduct, outcome or otherwise of the Tender process, prior to and apart from your acceptance of our Tender.

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

The following are attached to this form:

A2 Completed Tender Price and Schedule of Prices

A3 Mixed Attributes Tender Evaluation

A4 Completed Contractor’s Occupational Health and Safety Management Information form, including nominations of Contractor’s Representative and the Contractor’s Site Safety officer.

A5 Preliminary Construction Programme.

A6 Name and address of proposed Bond Surety.

A7 Proposed Subcontractors.

A8 Construction management organisation, personnel and their CV's.

A9 Preliminary Quality Assurance Plan.

A10 Preliminary Environmental Management Plan

A11 Preliminary Traffic Management Plan

A12 Referees Who May Be Contacted

...........................................................................................................................................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 – Tender Form and Schedule of Prices

To: The Principal

Infrastructure Cook Islands

PO Box 102

Arorangi, Rarotonga

**COOK ISLANDS**

Tender for: **Rarotonga Road Improvements Project, Takuvaine to Avatiu, Contract No. C16-12**

Supplier:

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

**Schedule of Prices**

**PROJECT:** Rarotonga Road Improvement Project, Takuvaine to Avatiu

**Contract No:** C16-12

**Date:** October 2016

1. The Tenderer will prepare a detailed Schedule of Prices showing the breakdown of the main components of the Contract Works. The Tenderer may delete work components in the Schedule or add in the Schedule any other contract work items where applicable that may be required on top of what has been summarised in the proposed Schedule below.
2. The currency to be used shall be New Zealand Dollars.
3. The tendered rates shall allow for costs related to imported materials where applicable.
4. The rates are not subjected to escalation or rise and fall.
5. All prices/rates shall be stated exclusive of VAT.
6. The Schedule of Prices shall be read in conjunction with the remainder of the Contract Documents. General directions and descriptions of work and materials given in the Specification have not necessarily been repeated in this Schedule.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM | DECSRIPTION | PROVISIONAL QUANTITY | UNIT | RATE | TOTALS |
| 1. | Preliminary and General |  |  |  |  |
| 1.1 | Technical Design |  |  |  |  |
| 1.2 | Drawings |  |  |  |  |
| 1.3 | Specifications |  |  |  |  |
| 1.4 | Site Safety Management Plan |  |  |  |  |
| 1.5 | Quality Assurance Plan |  |  |  |  |
| 1.6 | Environmental Management Plan |  |  |  |  |
| 1.7 | Traffic Management Plan |  |  |  |  |
| 1.8 | Maintain insurance until Practical Completion |  |  |  |  |
| 1.9 | Contractor’s Site Management |  |  |  |  |
|  | Subtotal: |  |  |  |  |
|  |  |  |  |  |  |
| 2. | Road Shoulder Works |  |  |  |  |
| 2.1 | Drainage works |  |  |  |  |
| 2.2 | Relocation of services (eg power poles) |  |  |  |  |
|  | Subtotal: |  |  |  |  |
| 4. | Road Pavement Construction |  |  |  |  |
| 4.1 | Supply and prepare road base |  |  |  |  |
| 4.2 | Supply and construct road |  |  |  |  |
| 4.3 | Supply and apply membrane course |  |  |  |  |
| 4.4 | Supply and apply Hotmix pavement surfacing |  |  |  |  |
|  | Subtotal: |  |  |  |  |
| 6. | Road Markings |  |  |  |  |
|  | Supply and mark centrelines |  |  |  |  |
|  | Subtotal: |  |  |  |  |
| 7. | Road Signs |  |  |  |  |
|  | Supply and install traffic signs |  |  |  |  |
|  | Subtotal: |  |  |  |  |
| 8. | Miscellaneous Works |  |  |  |  |
| 8.1 | As-Built Plans |  |  |  |  |
| 8.2 | Raise existing valve and hydrant boxes |  |  |  |  |
| 8.3 | Re-establish survey control marks |  |  |  |  |
| 8.4 | Broom finish and remove from the pavement surfaces and cart to dump loose chips, debris and rubbish |  |  |  |  |
|  | Subtotal: |  |  |  |  |
| 9. | Day Works |  |  |  |  |
| 9.1 | Labourers |  | Hrs |  |  |
| 9.2 | Tradesmen |  | Hrs |  |  |
| 9.3 | Materials (allow provisional sum of $2,500.00) |  | PS | $2,500.00 |  |
| 9.4 | Plant and equipment (allow provisional sum of $2,500.00) |  | PS | $2,500.00 |  |
|  | Subtotal: |  |  |  |  |
| 10 | Contract Totals |  |  |  |  |
| 10.1 | Total Excluding VAT |  |  |  |  |
| 10.2 | VAT |  |  |  |  |
| 10.3 | Total Including VAT |  |  |  |  |
|  |  |  |  |  |  |

## A3 – Mixed Attribute Tender Evaluation

1. **Overview**

The weighted scoring method shall be used to evaluate the tenders because it highlights the criteria most important to the Principal. However, with this method other criteria would determine how the Tenderer with the best tender rates would score compared with the other Tenderers.

1. **Non-Price Attributes**
2. Attribute Submission and Weighting

The Tenderer will provide the information of the six Non-Price Attributes listed below.

The Tenderer shall provide sufficient relevant information for each attribute of the contractor and proposed key subcontractors, to allow the Tender Evaluation Team (TET) to mark the attribute as provided for in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weight (%)** |
| **Non-Price Attributes** |  |
| Compliance with Contract Terms | 2% |
| Relevant Experience | 5% |
| Track Record | 6% |
| Technical Skills | 7% |
| Company Resources | 8% |
| Management Skills | 5% |
| Methodology | 10% |
| Local Company | 2% |

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

1. Compliance with contract terms

Tenderers should confirm their acceptance of the contract terms and conditions attached in Appendix C. Otherwise please indicate reference to sections with proposed amendments.

1. Relevant Experience

Tenderers must provide details of *[1]* projects that demonstrate the suitability of their experience and that of their subcontractors to complete the Contract Works. The scoring for projects which are less than 80 percent complete, or more than five years old will be downgraded.

*⌘ Include at [1] the number of projects, NZTA standard is five.*

At least three of the projects must be the same as submitted for Track Record.

Tenderers shall provide the following details for each project nominated for Relevant Experience:

* Project name, location, contract value and when the project was completed;
* The Engineer’s or Client’s name, company and contact telephone number(s).

For each factor the Tenderer must provide detail of the percentage of work carried out by their own directly employed labour and resources, and the percentage undertaken by subcontract.

1. Track Record

Tenderers must provide details of *[1]* projects under construction or completed, that demonstrate their Track Record. Tenderers must provide the same information for their key subcontractors detailing successfully completed projects of a similar nature. The scoring for projects which are less than 80 percentage complete, or more than five years old will be downgraded.

*⌘ Include at [1] the number of projects, NZTA standard is five.*

At least three of the projects must be the same as submitted for Relevant Experience.

Tenderers shall provide the following details for each project nominated for Track Record:

* Project name, location, contract value and when the project was completed;
* The Engineer’s or Client’s name, company and contact telephone number(s).

The Tenderer shall supply names and current contact telephone numbers of *[2]* persons to act as referees. Referees shall be from the client organisation and/or the client’s agent and must have been directly responsible for supervising or overseeing the nominated projects. Providing inadequate contact information or non-applicable referees may result in downgraded scoring.

1. Technical Skills

Attach a curriculum vitae (CV) for each of the key positions identified below (one page per CV). The CVs need to demonstrate specific experience relevant to the position and should separately identify technical and managerial skills where relevant to the position.

The Tenderer must state the percentage of time and over what duration each of the above nominated persons will be allocated to the contract and whether they will be based on or off the Site.

The Tenderer must nominate the following personnel and state (in *no more* than half a page per person) the key Practical Experience and Technical skills of each.

|  |
| --- |
| Position |
| Contractor’s Design Engineer |
| Contractor’s Engineer |
| Contractor's Representative |
| Site Manager |
| Supervisor responsible for Pavement & Surfacing |
| Safety Manager |
| Traffic Control Personnel |

1. Company Resources

The Tenderer must submit details of the resources to be provided for carrying out each of the key parts of the Contract Works and demonstrate their suitability for the activity.

In addition, the Tenderer shall provide the following information for the resources listed:

* Information on the availability of backup resources;
* Age and condition of the plant;
* Details whether the plant is leased or partially owned or fully owned by the Tenderer.

1. Management Skills

Each of the key positions identified in the “*Management Skills Personnel*” section below will be evaluated for management skills. The CVs for these personnel need to demonstrate specific experience relevant to the position and should separately identify technical and managerial skills.

The Tenderer must state the percentage of time and over what duration each of the nominated persons will be allocated to the contract and whether they will be based on or off the Site.

The Tenderer must nominate the following personnel and state (in *no more* than half a page per person) the key management skills each will contribute to the project in terms of their management experience and management qualifications and training.

Note that the Tenderer may nominate the same person to fill more than one role, but the TET will take into account the effort required for each role.

|  |
| --- |
| Management Skills Personnel |
| Contractor's Representative |
| Site Manager |

1. Methodology

Tenderers must describe the methodology they will use to carry out the Contract Works on time and to the standards and requirements specified in the Contract Documents.

The methodology should highlight any special features of the way the Tenderer intends to work and their management of quality. It should also highlight how the Tenderer will manage the perceived significant risks.

The Principal seeks a “no surprises” financial management and reporting strategy. The Tenderer’s methodology shall describe how they would co-operate with the Principal to achieve this. In particular, Tenderers shall describe their proposed financial management and reporting methodology for this contract and their approach to minimising the risk to the Principal of additional costs, this being one of the Principal’s key objectives.

The Tenderer shall prepare and submit Construction Drawings as part of its Tender based on the design and specifications

1. Local Company

## A4 – Contractor’s Occupational Health and Safety Management Information

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

**Safety Policy And Management Commitment Yes No**

a) Do you have a written safety policy? If ‘Yes’ please enclose a copy.

b) If the answer to (a) is ‘yes’, is the safety policy communicated to

employees?

c) Please supply H&S Organisation chart and staff description

for the tendered job and within your organisation.

d) Name the most senior person co-ordinating safety matters on the

tendered job, and their experience.

Name: …………………………………………………………………...

Experience: ……………………………………………………………………

**Procedures Yes No**

a) Do you have a safety manual?

b) Do you have written working practices and safety instructions?    
Provide an example of one of these.

c) Do you have procedures for maintaining plant, equipment and

vehicles in a safe condition? If they are not in the safety manual

provide a brief outline.

**Hazard Identification Yes No**

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.

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.

c) Does your system assess the significance of hazards?

Give an example of a past hazard encountered and the controls

that were applied to manage it.

**Safety Training Yes No**

a) Is formal safety training given to employees?

b) Have the personnel who will undertake specific work received

formal training in all relevant areas?

1. What specialised safety training has been provided.

**Safety Records Yes No**

a) What type of safety records are kept by your organisation?

i) Fatalities?

ii) Serious Harm?

iii) Accidents (including near misses)?

iv) Hazards ?

v) Material Safety Data Sheets (MSDS)

b) Have you or your company received any caution or been prosecuted

by an enforcement authority in the last 5 years?

If yes, please provide an explanation.

**Accident Investigation Yes No**

a) Does your organisation maintain a register for recording accidents

and/or cases where any employee suffers serious harm?

b) Do you conduct an investigation into any accidents which result

in harm to an employee, or serious non-injury incidents?

Provide an example of an investigation you have completed.

c) Do you advise the following parties of the results of the investigation:

I) the employees?

ii) the Engineer?

**Safety Awareness Yes No**

a) Do you have in-house safety meetings?

If yes, how frequently.

b) Does your organisation conduct safety inspections?

c) Explain how you involve your staff in safety programmes.

d) Do you have procedures for control of the safety performance

of sub-contractors?

If they are not in the safety manual provide a brief outline.

**Emergency Procedures Yes No**

a) Do you have an Emergency Plan?

Outline how this will apply to the job in this tender.

b) Does the Emergency Plan identify responsibilities and

procedures to be followed?

c) Have all staff received training in emergency procedures?

d) Have emergency drills been carried out within the last 6 months?

**Proposed Safety Management Personnel For This Contract**

Please supply the name, qualifications and experience of whom you propose will be the Contractor’s Site Safety Officer:

Name: …………………………………………………………….

Position: ....................................................................................

Date: ....................................................................................

## A5 – Preliminary Construction Programme.

For the tenderer to provide in their own template and format.

## A6 – Name and address of proposed Bond Surety.

For the tenderer to provide in their own template and format.

## A7 – Proposed Subcontractors.

For the tenderer to provide in their own template and format.

## A8 – Construction management organisation, personnel and their CV's.

For the tenderer to provide in their own template and format.

## A9 – Preliminary Quality Assurance Plan.

For the tenderer to provide in their own template and format.

## A10 – Preliminary Environmental Management Plan

For the tenderer to provide in their own template and format.

## A11 – Preliminary Traffic Management Plan

For the tenderer to provide in their own template and format.

## A12 – Referees Who May Be Contacted

For the tenderer to provide three referees

# **APPENDIX B – TECHNICAL SPECIFICATIONS**

## Summary of Requirements

The Tenderer shall prepare and submit as part of its Tender the Technical Specifications for this Contract based on the design. It shall include all necessary components, and sufficient to enable the Contract Works to be completed.

The Technical Specifications shall include a summary of the technical design. The summary shall be prepared and submitted with the Tender. The design shall be carried out based on conventional method(s) and utilising relevant technical standards. The summary shall also include a list of the technical standards used and inserted in the respective sections.

The contents of the Technical Specifications shall include but not limited to the following components. The tenderer must provide for the whole of the tender specifications mentioned below, but may provide additional components to the list.

* + 1. Preliminary and General
  1. The Contract Works

The scope of the Contract Works shall include (but not necessarily limited to);

* Carry out technical design
* Prepare drawings
* Prepare specifications
* Preparation of the road base layers
* Carry out roadside works including drainage systems where required
* Relocating services where required
* Laying of new road base layers
* Laying of hotmix road surface
* Installation of road signs
* Marking of road centrelines on road RD008

This is a Design and Build Contract. The Tenderer is expected to design the roads using the following general specifications as guidelines.

* Road widths are 6m and 4m wide as shown on the layout maps provided in the tender document
* The minimum road cross falls shall be 2.5%
* The base for all roads shall be constructed of minimum 100mm of cement stabilised and compacted basecourse materials.
* All roads shall be surfaced with 40mm (generally) of hotmix.
  1. Site Information

The Site is located in Avarua between Taputapuatea Rd and the Avatiu Sports Field in Avatiu

* 1. Documents

The Specifications are divided into various sections for convenience and reference only. No claims will be admitted in respect of work not specifically mentioned in a particular section but which is provided for, expressed or implied elsewhere in the Specifications or the Drawings.

The Drawings forming part of the Contract Documents are as listed at Appendix E.

* 1. Materials and Workmanship

The Tenderer will supply ALL basecourse aggregates, sealing aggregates, and asphaltic concrete aggregates from the Suppliers. The Contractor shall allow to uplift and deliver to the site all materials as required and shall at all times ensure that such materials remain clean, without contamination of foreign matter, when uplifting and laying. Any contaminated materials delivered to the site will be rejected and the loss of these materials will be charged back to the Contractor. This additional clause shall take precedence where specification conflicts suggest or state “imported materials”.

The Contractor is required as part of his tender submission to advise his estimate of the likely quantities of aggregates required to complete the works. *Always required.*

All Materials shall be new, unless otherwise specified, and in accordance with the requirements of the Specifications. Where a particular Standard is not called for in the Specifications, Materials shall comply with the relevant New Zealand Standards (NZS) or NZS/AS, Australian Standards (AS), or British Standards (BS) where appropriate NZS do not exist. Reference to any Standard in the Specifications relates to the latest edition at time of tender and shall include any amendment to or substitution for the referenced Standard, unless stated otherwise.

Where an item is mentioned by a trade name or other specific reference, it shall be deemed to mean the type of item so mentioned, or any other equivalent thereto in quality, finish, durability and serviceability for the purpose intended. The quoting of a trade name shall not be construed as any desire to restrict the use of competitors' Materials, and the Contractor is at liberty to offer for the Engineer's approval any Materials considered by the Contractor to be of equivalent quality. Approval or otherwise of offered alternatives shall be at the Engineer's discretion. No warranty is expressed or implied that Materials specified are regularly stocked by merchants.

Where sample approval is specified, samples of Materials shall be provided and the Engineer's approval obtained prior to incorporating such Materials in the Contract Works. Samples of approved Materials shall be retained on Site for comparison with those built into in the Contract Works.

* 1. Cooperation with the Principal

The Contractor shall so plan and execute the Contract Works that interference with the Principal's activities on and adjacent to the Site is kept to a minimum and all reasonable requests by the Principal to that end are met.

* 1. Site Meetings

Site meetings shall be held at regular fortnightly*[1]* intervals, presided over and minuted by the Engineer, and attended by the Contractor's Site representative. The Principal shall have the right to attend. The Contractor shall provide suitable facilities for the holding of such meetings. From time to time, Subcontractors may be required by the Engineer to attend (but this should be rare, since the Contractor is expected to resolve all subcontract matters outside such meetings).

* 1. Reporting

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in one copy. The first report shall cover the period up to the end of the first calendar month following the Date of Acceptance of Tender. Reports shall be submitted monthly thereafter, each within 14 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the certificate of Practical Completion of the Contract Works. Each report shall include:

#### charts and detailed descriptions of progress, including each stage of design, documentation, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning.

#### photographs showing the status of construction and progress on the Site;

#### for the procurement of each main item of Materials to be supplied by the Contractor, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of shipment and arrival at the Site:

#### copies of records of the Contractor's personnel and Plant on Site.

#### problems encountered during construction at the Site.

#### copies of quality assurance documents, test results and certificates of Materials;

#### safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

#### comparisons of actual and planned progress with details of any events or circumstances which may jeopardise the completion in accordance with the Contract Documents, and measures being (or to be) adopted to overcome delays.

* 1. Records

The Contractor shall complete an approved daily diary record by 10 am of each Working Day covering activities relating to the previous Working Day, detailing all work carried out including Plant and manpower hours, Subcontractors, and day works ordered by the Engineer. Such diary records shall be submitted to the Engineer at the end of each Week. The format of such records shall be prepared and approved by the Engineer before work commences on Site.

* 1. Site Safety Management System

The Contractor shall establish and maintain a Site-Specific Safety Management Plan that ensures the safety of all persons on the Site in accordance with the Health and Safety in Employment Act 1992 (“HSEA”).

The Principal has designated the responsibility for control of the place of work, to the Contractor. *[1]*

Without limiting the responsibilities of Separate Contractors under the HSEA for the health and safety aspects of their own separate contracts, the Contractor shall be responsible for reviewing and, once acceptable to the Contractor, approving the Site-Specific Safety Management Plans of the Separate Contractors. All Separate Contractors will be required to co-ordinate their safety management plans with that of the Contractor. For the avoidance of doubt, control of the workplace includes those parts of the workplace where Separate Contractors are working.

*⌘ Include where there are to be separate contractors also working on site.*

***[B]****Following is required where this Contractor is working on a site where a separate contractor has the designated responsibility for control of the place of work. Insert name of designated Contractor at [1].*

*⌘ NOTE: Either [A] or [B] is to be included, but not both. [C] always required.*

***[C]***The site-specific safety management plan shall ensure compliance with the OHS and shall include, but not be limited to:

* An up to date register of all site hazards and how they are being managed;
* Safety rules and procedures relevant to the Site;
* Contractors safety policy, training procedures and recent safety records;
* Requirements for safety equipment. Identification of specialised equipment for specific tasks;
* Requirements for safety meetings, as frequently as is necessary, and in any event at least weekly;
* Evacuation and emergency procedures.

The Contractor shall provide first aid facilities and personnel with relevant first aid training, as required by the relevant laws.

The Contractor shall develop a procedure that complies with the HSEA and any other relevant legislation for identifying, assessing, eliminating, isolating and minimising hazards that are or may exist on the Site.

***[D]***The Contractor shall conduct Site-wide safety audits as frequently as required to ensure the safety of all persons on the Site and, in any event, at least fortnightly.

The operation of the safety plan shall be reviewed by the Contractor as frequently as required to ensure the safety of all persons on the Site and, in any event, at least monthly. Safety plans shall also be reviewed and resubmitted prior to commencement of a new scope of work not previously defined in the safety plan. Records of reviews shall be kept within the document.

*⌘ Include where this Contractor is to be designated the responsibility for control of the place of work.*

***[E]***The Contractor’s Site Safety Officer shall attend all safety audits and safety reviews and shall provide data on the Contractor’s health and safety plan.

*⌘ Include where this Contractor is not designated with the responsibility for workplace control.*

***[F]***Without limiting the foregoing, the Contractor shall establish and maintain a register of hazards for the Site in which the Contractor shall record any identified hazard, the date it was identified and any steps taken to eliminate, mitigate, mark or isolate the hazard. A copy of each revision of the register shall be forwarded to the Engineer *[1]* and to the party designated with the responsibility for the control of the place of work *[2]*

* 1. Hazardous Substances and Materials

Hazardous substances and materials may be specified and used in construction. It is the Contractor's responsibility to ensure that these are stored in accordance with applicable rules and regulations and that all persons who may come in contact with such hazardous substances and materials are adequately protected from unnecessary exposure. This also includes a responsibility to ensure that all persons using hazardous substances and materials are properly trained and are provided with appropriate operating equipment, safety clothing, etc.

* 1. Quality Management

The Contractor shall carry out the Contract Works in all respects in accordance with the requirements of a quality plan, meeting the Quality System Standard *[1]* to demonstrate compliance with the requirements of the contract. Such plan shall be prepared by the Contractor and submitted to the Engineer for approval within 2 Weeks of the Date of Acceptance of Tender. Such plan shall identify, primarily, the 'Inspection and Test Plans' (ITPs) covering the checks, inspections and tests to be carried out by or on behalf of the Contractor, in order to ensure proper performance in the carrying out of the Contract Works. No responsibility is assumed by the Principal for any delay in the approval of the Quality Plan to meet the required parameters.

Compliance with the quality plan shall not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract Documents.

Details of all procedures and compliance certificates shall be submitted to the Engineer for information before each stage of the Contract Works is commenced. When any document is issued to the Engineer, it shall be accompanied by relevant signed quality statements. The Engineer shall be entitled to audit any aspect of the system and require corrective action to be taken.

* 1. Traffic Management

The Contractor shall prepare and submit a Traffic Management Plan to the Engineer for review within 2 *[2]* Weeks of the Date of Acceptance of Tender (refer NZTA (Transit) document “Code of Practice for Temporary Traffic Management, COPTTM). Such plan shall identify the measures and the sequences of operations to be adopted by the Contractor, in order to satisfy the applicable regulations and constraints. No responsibility is assumed by the Principal for any delay in the review of the Traffic Management Plan to meet the required parameters.

* 1. Contractor’s Programme

The Contractor’s programme shall be set out by an approved method of programming on a time scale.

Any programme revisions shall be supplied to the Engineer, and the Contractor shall maintain an up-to-date copy in the Site Office through the contract period.

The programme shall be updated monthly and such updating shall be submitted with all progress payment claims, as well as the monthly progress reports.

* 1. Construction Record Drawings

The Contractor shall prepare and submit to the Engineer *[2]* copies of such drawings, diagrams and schedules as shall provide an adequate record of the constructed or installed works, in the Contract Works. Such documents shall be to the approval of the Engineer in terms of both contents and format, and as such shall be received prior to the Engineer issuing the certificate of Practical Completion.

* 1. Temporary Facilities

*Always required. Include sub-clauses as appropriate and change numbering as required.*

The Contractor shall provide all temporary facilities, as may be required. These shall be located at suitable locations as agreed with the Engineer and shall include materials storage, lunchroom, toilets, etc. *[1]*

*Insert relevant text at [1]. These will typically include sheds, phone, toilets etc.*

*Delete [7] to [8] where not applicable. Delete this paragraph if Contractor is to provide all temporary utility connections.*

The Contractor shall provide and, upon completion, remove all temporary electricity, water, etc., supplies that may be necessary, to the requirements of the relevant Authorities.

The Contractor shall provide, erect and maintain throughout the contract three signboards *[1]* which shall be approved by and located as directed by the Engineer. The Principal will not permit any other sign to be displayed at the Site, except for warning and directional signs.

* 1. Damage to Property

The Contractor shall record the state of roads, drives and footpath, their surfaces and details, with annotated photographs before the Contract Works commence, and shall obtain the adjoining owners' agreement in writing as to the existing condition of their properties. These records shall be submitted to the Engineer prior to commencing work on site. The Contractor shall be responsible for any loss or damage to all such property as a result of the execution of the Works. The Contractor shall make good any such loss or damage at its own cost.

* 1. Survey

Setting-out shall be carried out by a Surveyor from the Benchmark or Control Survey mark shown on the Drawings*[1]*. The Surveyor shall certify the correctness of setting-out to the Engineer in writing.

Any boundary peg disturbed by the Contract Works shall be relocated by a Registered Surveyor at no cost to the Principal.

* 1. Keep Access Open

The Contractor shall *[7]*keep at least half the width of the roadway open and passable to traffic at all times. The Contractor shall *[7]*keep at least half the width of the roadway open and passable to traffic at all times. However, the Contractor is advised that it can close the entire road but this shall be subjected to agreement with the Project Manager, Project Engineer, Principal and Police

The Contractor shall allow priority access for emergency vehicles through the construction site at all times.

The least possible interference, consistent with the carrying out of the Contract Works, shall be inflicted on traffic.

Barricades, warning signs, and, if necessary, watchmen shall be maintained at each end of the section of the road being worked upon to fully protect and divert passing traffic and to control speeds.*[8]*

The Contractor shall ensure that access, including temporary vehicular access, is maintained at all times to private properties affected by the Contract Works. *[9]*

The Contractor shall maintain appropriate vehicular access to commercial/industrial properties to the Engineer's approval at all times, unless essential work is being undertaken immediately at their entrances. In that case, the owners/occupiers shall be notified by the Contractor in writing one Week in advance of the length of time that the entrance(s) are to be closed, and the starting time(s) of the closing(s). *[10]*

The Contractor shall undertake no work on private property until the Contractor is in receipt of a Consent from the landowner. A copy of the Consent is to be forwarded to the Engineer.

1. In-Situ Stabilisation of Modified Pavement Layers
   1. Description

This specification shall apply to the in-situ stabilisation of basecourse layer using cement.

* 1. Standard Specifications

This Specification shall be read in conjunction with the following Standards, which are deemed to form a part of this Specification. In the event of this Specification being at variance with any provision of the Standards, the requirements of this Specification take precedence over the provision of the Standards. Reference to any Standard shall include any amendments thereto and any Standard in substitution therefore. All Materials and workmanship shall comply with these Standards unless expressly noted otherwise.

TNZ B/5: 2008 Specifications for in-situ stabilisation of modified pavement layers

* 1. Materials

Imported aggregates shall comply with the Project Specifications

* 1. Stabilising Agent

Cement:

Cement shall comply with NZS 3122 Specification for Portland and blended cements. General purpose Portland cement, Type GP shall be used unless otherwise specified in the Contract Documents.

Cement shall be stored and handled to provide protection against deterioration or contamination.

* 1. Water

The Contractor shall be responsible for ensuring that the water for stabilisation, construction and curing of stabilised layers is free from impurities that may deleteriously affect the setting, hardening or strength of the stabilised material.

* 1. Plant and Equipment

All plant shall be supplied and operated so that it will uniformly spread or add the stabilising agent and thoroughly mix it to the specified depth with the in-situ material.

* 1. Construction

Weather:

#### Dryness, wind

Spreading of the cement on the road ahead of the recycling plant shall not continue when the cement becomes a dust problem or when the wind speed exceeds 25km/hr, except if the mixing and spreading is carried out in one unit that effectively contains the stabilising cement.

#### Rain

No spreading of binding agents shall commence if it is raining. If rain is likely to start before the cement can be mixed into the aggregate then the spreading of the cement shall not take place.

#### Time

The maximum time period, from mixing of the materials to primary compaction of the stabilised area shall be two hours.

1. Bituminous Prime Coat
   1. Description

The work specified in this section includes preparing and treating an existing surface with bituminous material and, if required, blotter material.

* 1. Standard Specifications

This Specification shall be read in conjunction with the following Standards, which are deemed to form a part of this Specification. In the event of this Specification being at variance with any provision of the Standards, the requirements of this Specification take precedence over the provision of the Standards. Reference to any Standard shall include any amendments thereto and any Standard in substitution therefor. All Materials and workmanship shall comply with these Standards unless expressly noted otherwise.

TNZ M/1:1995 Asphaltic Bitumen

BCA E/2:1997 Performance of Bitumen Distributors

ASTM D2397:2002 Cationic emulsified asphalt

BCA 9904:2000 Safe Handling of Bituminous Materials used in Roading

* 1. Materials

The bituminous primer shall be CAT 60 emulsion complying with ASTM D2397 unless otherwise approved by the Engineer. The bitumen binder shall be 80/100 penetration grade.

The Contractor shall furnish vendor’s certified test reports for all bituminous material proposed for use on Site. The report shall be delivered to the Engineer before permission is granted for use of the material and shall not be interpreted as the basis for final acceptance. Where required by the Engineer all such test reports shall be subject to verification by testing samples of materials received for use.

Blotter Material shall be clean dry sand or fine stone screenings free from clay or organic matter.

* 1. Plant

The Contractor shall provide equipment for heating and uniformly applying the bituminous material and blotter material.

The bitumen distributor shall have a current BCA E/2 Certificate of Compliance.

* 1. Construction

**Weather Limitations:**

Prime coat shall not be applied on a wet surface, or when the surface temperature is below 10°C, or when the weather conditions would prevent the proper application of the prime coat.

**Surface Preparation:**

The surface to be primed shall be shaped and compacted to the required grade and cross-section, free from ruts and corrugations, loose or segregated material, or other irregularities.

Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material. All sweepings shall be removed from the Site. The prepared surface of a basecourse shall fully comply with the requirements of TNZ B/2 before priming proceeds.

**Application of Bituminous Material:**

Primer shall be applied by a pressure distributor at a rate such that all primer is absorbed within 24 hours. The spraying temperature shall be matched to the grade of the primer. Where necessary to prevent primer from flowing off the surface two applications shall be made. Building paper shall be used at the start and end of each spread to ensure that the application at junctions is not excessive.

Following the application, the primed surface shall be allowed to dry without being disturbed until it will not be picked up by traffic or plant.

Any areas having an excess or deficiency of primer shall be corrected by the addition of sand or primer.

**Application of Blotter Material:**

If the primer fails to penetrate within the specified time and/or the roadway must be used by traffic, blotter material shall be spread in the quantities required to absorb any excess primer.

### Maintenance:

The primed surface shall be maintained by the Contractor until the surfacing layer has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary.

1. Bituminous Seal Coat
   1. Description

The work specified in this section consists of one or more applications of bituminous material and cover aggregate to an existing basecourse, primed or sealed surface.

* 1. Standard Specifications

This Specification shall be read in conjunction with the following Standards, which are deemed to form a part of this Specification. In the event of this Specification being at variance with any provision of the Standards, the requirements of this Specification take precedence over the provision of the Standards. Reference to any Standard shall include any amendments thereto and any Standard in substitution therefor. All Materials and workmanship shall comply with these Standards unless expressly noted otherwise.

TNZ M/1:1995 Asphaltic Bitumens

TNZ M/6:2002 Sealing Chip

TNZ M/13:1989 Adhesion Agents

TNZ P/3:1995 First Coat Sealing

TNZ P/4:1995 Resealing

TNZ P5/P:1985 Rubber Latex in Reseal Binders

TNZ Q/1:1995 Chip sealing

TNZ T/3:1981 Measurement of Texture by the Sand Circle Method

TNZ T/5:1987 Size, Shape and Grading of Grades 1-4 Sealing Chips

TNZ - Bituminous Sealing Manual 1993

TNZ P/17:2002 Performance Based Specification for Chip Seals

BCA 9904:2000 Safe Handing of Bituminous Materials used in Roading

* 1. Materials

**Sealing Chips:**

All sealing chip aggregates will be supplied by the Suppliers selected by the Contractor.

The sealing chips shall be of the grade specified in Schedule 213.A appended to this Section of the Specification and shall comply with the requirements of TNZ M/6, P/3 and P/4. Where the chips are to be supplied by the Contractor, the source of supply shall be nominated with the tender. All material shall be stockpiled in accordance with TNZ P/3, and sampled to ensure compliance with the specifications. The sampling and testing shall be undertaken by an IANZ accredited laboratory. The Contractor shall meet the cost of testing. No material shall be delivered to Site until approved by the Engineer, and all material delivered to Site shall be from the approved stockpile.

Only one source of supply shall be used for each grade of chip supplied.

**Bituminous Binder:**

Bituminous binder shall be in accordance with Schedule 213.A appended to this Section of the Specifications and shall comply in all respects with TNZ M/1.

**Diluents:**

Cutting and fluxing diluents shall comply with the requirements of TNZ M/1. The Contractor shall be responsible for determining the quantity of AG0 (if any) and cutter, to be added. Total diluents shall not exceed the quantities specified in Table 1 of TNZ P/3 or P/4 as applicable.

**Adhesion Agent:**

An adhesion agent approved and blended in accordance with the requirements of TNZ M/13 "Specification for Adhesion Agents" shall be incorporated in the sealing binder.

**Polymer Additive:**

A polymer additive shall be incorporated into the binder as specified in Schedule 213.A (appended to this Section of the Specifications).

Full technical details and Specifications for the Polymer additive shall be submitted to the Engineer for approval with the tender.

**Blending:**

Blending of additives, fluxes and AG0 shall be carried out by the Contractor in strict compliance with the manufacturers recommendations and all relevant safety regulations and procedures. The total quantity of each component incorporated into the sealing binder shall be accurately measured by a volume metering or weighing device certified by the Trade Measurement Unit of the Consumer Affairs Ministry. The binder shall be thoroughly mixed before use.

The Engineer will not supervise this operation. The Contractor shall provide the blending certificates as specified in TNZ P/3 and P/4.

**Sampling and Testing**

All sampling and testing shall be carried out by the Contractor and shall be in accordance with TNZ P/3 or P/4 as applicable and these specifications

* 1. Plant

Construction plant shall comply with the relevant requirements of TNZ P/3 and TNZ P/4.

* 1. Construction

**Sealing Period and Working Hours:**

Refer to TNZ P/3 or P/4 as applicable.

**Edge Definition:**

Refer to TNZ P/3 or P/4 as applicable.

**Surface Preparation:**

Surface preparation for sealing or resealing shall be in accordance with TNZ P/3 or P/4 as applicable.

**Weed Killer:**

If required by Schedule 213.A (appended to this Section of the Specification) a 600 mm wide strip along all edges to be sealed shall be treated with a long term soil sterilant to effect total weed control for a period of not less than 12 months. A written guarantee to this effect will be required.

**Binder Temperatures:**

Binder temperatures shall be in accordance with TNZ P/3 or P/4 as applicable.

**Rate of Application:**

It shall be the Contractor’s responsibility to determine the correct application rate for the sealing chips for the seal coat, and the correct application rate and diluent content for the binder, such that the chips are firmly held and bleeding or flushing does not occur. The following procedure shall be followed:

The Contractor shall calculate the rate of application of sealing chips and binder, using the guidelines in the TNZ “Bituminous Sealing Manual” or other acceptable method, and shall submit the design to Engineer prior to application of the seal coat.

The Contractor shall then construct a test strip using the application rate he has determined. The test strip shall be checked to ensure that the binder application rate is correct. The binder application shall be adjusted as required.

Sealing may then proceed using the adjusted application rate, provided that the road surface is not significantly different to that used for the test strip.

If the surface texture changes significantly, the sealing rate shall be recalculated and adjusted if necessary.

**Sealing Operations:**

General:

Sealing operations shall be in accordance with TNZ P/3 or P/4 as applicable and the additional specifications herein.

The Contractor shall comply in all respects with Quality Assurance requirements as set out in TNZ Specification Q/1.

Single Layer Sealcoat:

This process shall comprise a single application of binder, followed by a single layer of sealing chip. This may be a first coat, second coat or reseal.

In the case of a second coat seal, or a reseal, it is important that a “match” is obtained between the sealing chip sizes.

After the sealing chip has been applied, the surface shall be rolled in accordance with the relevant TNZ standard.

Racked-in Sealcoats:

A racked-in sealcoat comprises a single application of binder followed by two chip applications to establish a “Racked-In” surface. The first application of stone shall be the larger grade chip which must be left open enough to allow the smaller grade chip to fill the gaps and make contact with the binder.

The larger size chip shall be spread ensuring uniform coverage, followed immediately by one pass of an approved steel wheeled roller. Rubber tyred rollers shall not be used except for finish rolling, due to pick up of the binder.

The smaller chip shall then be spread, rolled with an approved steel wheeled roller and finished with a rubber tyred roller.

Care shall be taken with selection of chips to ensure compatibility of the two sizes supplied.

Double Layer:

This process comprises 2 separate applications of binder, and two separate applications of sealing chips.

The first application of binder shall be made and the larger-grade sealing chip spread, ensuring a uniform coverage. A single pass of an approved-type roller shall then be made. It is important to ensure that there are open windows left to allow for the second application of binder. The second application of binder shall then be made. This shall be followed by application of the smaller grade of sealing chip. Once this is completed the total seal surface shall be rolled, and finished with approved-type rollers.

In this process the total binder quantity may be applied, either in the ratio of 60/40, or 40/60 per coat.

Care shall be taken with selection of the chips to ensure compatibility of sizes for effective interlock.

Sandwich Seal:

This process comprises a single application of binder, with separate applications of 2 grades of sealing chip, for treatment of flushed seal areas.

The larger sized sealing chip shall be spread first ensuring uniform coverage, and then a single coat of binder applied. The second layer of smaller sized sealing chip shall then be applied immediately over the top of the binder, and this layer rolled to finish the surface.

No rolling shall be undertaken before the application of the second smaller sized sealing chips.

Care shall be taken with selection of the chips to ensure compatibility of sizes for effective interlock.

Protection and Repairs:

Protection and repairs to the completed sealcoat(s) shall be in accordance with TNZ P/3 and TNZ P/4.

* 1. Maintenance

The maintenance period for this work shall be 12 months. Acceptance at the end of the maintenance period shall be on a lot basis. Each lot shall comprise a 200 metre length of pavement. Acceptance shall be based on surface texture and chip retention and shall be in accordance with TNZ P/17.

|  |  |
| --- | --- |
| **SCHEDULE 213.A** | |
| **LOCATION** |  |
| **TYPE OF SEAL COAT** |  |
| SEALING BINDER  Asphaltic cement  Kerosene  AGO  Adhesion Agent  Application Rate 1st coat  “ “ 2nd coat  Polymer | Contractor to nominate  Contractor to nominate  Contractor to nominate  Contractor to nominate  Contractor to nominate  Contractor to nominate type |
| SEALING CHIPS  Grade of Chip 1st application  2nd application  Precoating  Supplier  Spread rate 1st application  2nd application | Contractor  Contractor to nominate  Contractor to nominate |
| WEED KILLER | Not Required |
| Minimum Polished Stone Value |  |

1. Pavement Surfacing
   1. Preparation for Surfacing

The finished basecourse surface shall be broomed clean of all dirt, dust, metal fines and other deleterious material. The sweepings shall be laid in the concrete channels (to prevent their discolouration from the application of bitumen binder). Such sweepings shall be subsequently removed from the Site. The broomed surface shall be inspected and approved by the Engineer immediately prior to application of the bitumen binder.

Pavement surfacing shall not be commenced unless and until the pavement construction is in a condition of acceptance for subgrade, sub-basecourse and basecourse construction notwithstanding any prior acceptance by the Engineer.

* 1. Asphaltic Concrete (Hotmix) Paving

Asphaltic concrete paving shall be constructed to the lines, grades and typical cross sections shown on the Drawings, and to the requirements of TNZ P/9, except as varied below:

(i) The tack coat shall be quick-breaking emulsified asphalt applied at the nominal rate of 0.5 litres per square metre. The actual rate of application shall be dependent on the nature of the prepared surface and no change to the Contract Price shall be made as a result of such change or rate. Following the tack coat, a thin layer of mix shall be hand spread over the surface.

(ii) Vertical joints (both transverse and longitudinal) and the junction with concrete channels, shall be primed with 60/70 penetration grade bitumen just prior to the construction of the section of the pavement. Emulsion shall not be used for priming.

(iii) Mineral aggregate for asphaltic concrete shall be Mix 20 and Mix 10 crushed stone aggregate as specified in Table 1 of TNZ M/10. Asphalt binder shall be 60/70 penetration grade bitumen in accordance with TNZ M/1. The source of supply of asphaltic concrete shall be nominated by the Contractor at the time of lodging his tender. Refer Section A Tendering.

(iv) The mix shall reach the Site without segregation of the aggregate and shall be delivered to the paving machine at a temperature between 150 oC and 155 oC.

(v) The finished texture shall be uniformly dense, well-compacted and smooth, with joints barely discernable.

(vi) The finished paved surface shall be true to levels, gradients and cross-falls shown in the Drawings, to a tolerance of + 5 mm in a 3 metre straightedge or camber board (as applicable) from the true values detailed in the Drawings. The paved surface shall fall evenly towards water channels and cesspits. No area shall pond water.

(vii) The minimum compacted thickness of the asphaltic concrete shall be 40 mm (Mix 20)

1. Road Markings
   1. Materials

Non-reflectorised pavement surface markings shall be carried out in accordance with the Drawings and TNZ P/12. Paint markings shall comply with the relevant parts of the TNZ "Manual of Traffic Signs and Markings".

The paint shall comply with TNZ M/7-W, thinned and applied strictly in accordance with the manufacturer's written instructions.

* 1. Application

The portion of pavement to be painted shall be clean and dry, and cured if new work, when the paint is applied.

The lines to be painted shall be marked out by the Contractor with chalk and approved by the Engineer prior to painting.

The painting shall be by an experienced operator using approved equipment. The paint shall be thoroughly mixed immediately before use and mechanically agitated while the machine is in operation. The rate of application shall provide a uniform complete cover with a minimum dry film thickness of 0.2 mm.

Tolerance on width of paint lines shall be + 10 mm - 5 mm from the standard dimension.

On completion the Contractor shall leave the Site clean and tidy, and any spillages shall be removed without damage to the pavement.

Completed markings shall be protected by cones or other approved means until the markings are dry.

1. Skid Resistance

Skid resistance of road markings shall be to Section 14 of TNZ/P12

# **APPENDIX C – CONDITIONS OF CONTRACT**

## 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.

## Schedules to General Conditions of Contract

Schedule 1 Special Conditions of Contract – Specific Conditions of Contract

Schedule 2 Special Conditions of Contract – Other Conditions of Contract

Schedule 3 Form of Contractor’s performance bond

Schedule 6 Form of Producer Statement – Construction

Schedule 7 Information on Contractor arranged construction insurance

Schedule 8 Information on Contractor arranged Plant insurance

Schedule 9 Information on public liability insurance

Schedule 10 Information on Contractor arranged motor vehicle insurance

Schedule 11 Information on Contractor arranged professional indemnity insurance

Schedule 15 Practical Completion Certificate

Schedule 16 Final Completion Certificate

## Schedule 1 Special Conditions of Contract – Specific Conditions of Contract

**CONTRACT AGREEMENT**

CONTRACT FOR …………………………………………………………………………….……..

CONTRACT NUMBER ……………………………………………………………………………..

THIS AGREEMENT is made ……………………………………………………...20...................

BETWEEN ……………………………………………………………………… (“the Contractor”)

AND

("the Principal") Her Majesty the Queen in the right of the Government of the Cook Islands, acting by and through the Secretary of the Infrastructure Cook Islands.

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 $..................................................... or such greater or less sum as shall become payable under the Contract together with Value Added Tax at the times and in the manner provided in the Contract
    3. Each party agrees to the terms and conditions as set out in the Contract.
    4. The Contract comprises the following documents:

1. *Include for all contracts except cost reimbursement contracts.*
2. *Always required.*
   1. This Contract Agreement
   2. The notification of acceptance of tender;
   3. The following post-tender documents (eg correspondence, minutes of pre-award meetings, etc)
   4. The Contractor's tender;
   5. Notices to tenderers*[give details of numbers and dates]*;
   6. Schedule 1: Special Conditions of Contract – Specific Conditions of Contract;
   7. Schedule 2: Special Conditions of Contract – Other Conditions of Contract;
   8. The General Conditions of Contract, NZS 3910:2013 (including other Schedules);
   9. Specifications issued prior to the Date of Acceptance of Tender;
   10. Drawings issued prior to the Date of Acceptance of Tender;
   11. The Schedule of Prices;
   12. The Schedule to the Conditions of Tendering
   13. The Conditions of Tendering; and
   14. The following additional documents

……………………………………………………………………………………………..

……………………………………………………………………………………………..

* + 1. This Contract shall constitute the entire agreement between the parties. The Contract supersedes all prior negotiations, representations, and variations, except insofar as the same are expressly incorporated herein.

SIGNED BY ……………………………………………….. Authorised Signature of Contractor

SIGNED BY ……………………………………………….. Authorised Signature of Principal

* + 1. *Always required. The notification of acceptance of tender is the prime document of the contract as it formally institutes the contract, and sets out the key elements of the agreement. It is most important to realise that provisions of the General Conditions can only be varied or modified by the Special Conditions as well as by the notification of acceptance of tender, (refer (2.8.3)).*

*⌘ Include if appropriate. The Schedule of Prices is usual for measure and value contracts but somewhat unusual for cost reimbursement contracts and many lump sum contracts.*

*⌘ Include if appropriate. Refer (2.7.1). These documents would most probably include agreed correspondence and/or minutes of meetings. They will need to be customised prior to signing the Contract Documents. For medium or large jobs it is thought best to consolidate or reformat such documents for inclusion as appendices to the notification of acceptance of tenders. This will not only record final agreement on outstanding matters at the date of acceptance, but will also make it much easier (and far less contentious) to administer the contract, ie. without having to wade through the contemporary documents each time.*

(Numbers in brackets refer to General Conditions of Contract clauses).

1. **INTERPRETATION**

(1.2) **Definitions**

The Principal is: Infrastructure Cook Islands of Arorangi, Rarotonga, Cook Islands

The term “GST Invoice” and its definition are replaced with the term “VAT Invoice” and the definition “A tax invoice for the purposes of the Value Added Tax Act 1997” All references in the Contract to “goods and services tax” shall be a reference to “value added tax” and to GST shall be a reference to VAT.

(1.2, 10.2) **Separable portions**

There are no Separable Portions in this Contract

(1.4) Law, currency and language

(1.4.1) Is deleted and replaced with “The Contract shall be government by Cook Islands law.”

(1.4.2) Is amended by deleting “and payable in New Zealand.” from the first sentence and replacing that phrase with “and payable in the Cook Islands”.

(1.4.3) Is amended by deleting “shall be in the English language” from the sentence and replacing that phrase with “may be in the Maori or English language”.

**(2) THE CONTRACT**

*⌘ Always check with client for correct legal description of Principal.*

*⌘ Include if there are no Separable Portions.*

(2.1) **Type of contract**

(2.1.1) This contract is a Lump Sum Contract governed by 2.2;

[A](2.5) **Road contracts**

This contract is a road contract to which Appendix B applies.

*[1]*

*⌘ Include for a roading construction contract, setting out all the appropriate amendments to be made as at Appendix B to the General Conditions of Contract at NZS 3910:2003. Fill in at [1] all the Special Conditions relating to this contract, e.g. for the allowance (if any) in regard to inclement weather refer 10.3.1 (b).*

(2.6) **Evidence of contract**

The Contract Agreement is to be executed as stated in 2.6.2

(2.7) **Documents prepared by the Engineer or Principal**

(2.7.1) Copies of the contract shall be supplied without charge to the Contractor in PDF format.

(2.8) **Documents prepared by the contractor**

(2.8.2) Copies of documents referred to in 2.8.2 shall be supplied without charge to the Engineer:

[one] of hard copy sets:

In PDF format

*⌘ Include only if [A] above is included and contract involves work on a public road.*

**(3)** **BONDS**

*⌘ Always required. Note that the technical Specifications should relate solely to technical issues, and not include any matter which could be construed as varying or modifying the General or Special Conditions, as this is not permitted under (2.8.3).*

(3.1) **Contractor's bond**

(3.1.1) A Contractor’s Bond is required:

(3.1.2) The amount of the Contractor’s Bond shall be 10% of the Contract sum.

(3.2) **Principal’s bond**

A Principal’s Bond is not required.

**(5) General obligations**

(5.4) **Possession of the site**

(5.4.1)(a) The Contractor shall be given possession of the Site 10*[1]* Working Days after the Date of Acceptance of Tender.

(5.4.3) Limits on the Contractor’s right of entry to adjoining properties are:

* The Contractor shall provide one week advance notice in writing to the adjoining property owners that the Contract Works will require access onto the property.
* Unless specifically requested, no entry onto adjoining properties after normal working hours (7am to 6pm Monday to Friday, Saturday and Sunday, and public holidays).

(5.5) **Separate contractors**

(5.5.1) The Principal shall advise the Contractor in writing when Separate Contractors will be carrying out work on the Site concurrently with the Contract Works

(5.5.2) Facilities for separate contractors are not required.

(5.6) **Care of the works and site**

(5.6.6)(g) Further risk specifically excepted are:

* Emergency Response drills conducted in connection with artificial disasters (eg on land and offshore plane crash)
* Emergency response by Authorities causing restriction to access to adjoining properties, temporary stoppage of the Works to structural related incidents on adjoining properties (eg fire, structure collapse)
* Temporary restrictions by Authorities to access to the Site or adjoining properties (eg by Police)

(5.10) **Programme**

(5.10.4) A Comprehensive Programme is not required

(5.11) **Compliance with laws**

(5.11.3) Exceptions to the Principals obligations to obtain licenses under 5.11.3 are:

* Approval of Environmental Management Plan
* Approval of Traffic Management Plan
* Approval for relocation of utility services
* Permits for temporary structures (eg power poles, pillar boxes, fire hydrants, valves)

(5.11.4) There are no exceptions to the Contractor’s obligations to obtain licenses under 5.11.4.

(5.13) **Underground and Above-ground Utilities**

(5.13.1) Is amended by deleting the words “as defined in the Cadastral Survey Act,” from the second paragraph.

(5.17) **Safety plan**

A Site-specific safety plan is required to be prepared by the Contractor.

(5.18) **Quality plan**

A quality plan is required to be prepared by the Contractor.

(5.19) **Traffic management plan**

A traffic management plan is required to be prepared by the Contractor.

Between 19 and 29 December 2016 inclusive, no road closures or work activity shall be undertaken that is likely to restrict traffic movement.

(5.20) **As-built drawings and operation and maintenance manuals**

(5.20.1)(a) The Contractor shall prepare as-built drawings.

(5.20.1)(b) Operation and maintenance manuals are not required to be prepared by the Contractor.

**(6)** **THE ENGINEER**

(6.1) **Appointment of Engineer**

(6.1.2) The Engineer is Tenga Mana whose professional qualifications is Bachelor of Civil Engineering.

**(8)** **INSURANCES**

(8.1) **General**

(8.1.1) The party identified below shall arrange the following insurances referred to in the following clauses:

(8.3 or 8.8) Construction Contractor

(8.8) Existing structure(s) and contents Not required

(8.4) Plant Contractor

(8.5 or 8.9) Public Liability Contractor

(8.5.2) Motor vehicle liability Contractor

(8.6) Professional indemnity Contractor

(8.1.6) The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable:

* Landslips
* Cyclones
* Storms
* Floods

(8.3, 8.8) **Construction Insurance**

(8.3.1) Delete New Zealand and substitute with Cook Islands

(8.3.2, 8.8) The following shall have their respective interests noted in the construction insurance policy:

* The Contractor’s banks, mortgagees, financiers, etc.

(8.3.3, 8.8) The amount of insurance to be effected for the Contract Works and Materials shall be for not less than the sum of the Contract Price, after the acceptance of the tender or other offer, plus the following allowances:

(a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to 20% of the Contract Prices as adjusted above:

(b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to 5% of the Contract Price adjusted as above:

(c) An allowance for items to be incorporated in the Contract Works, the Cost of which is not included in the Contract Price, equal to 5% of the Contract Price adjusted as above:

(d) An allowance for an increase in the Contract Price due to Variations equal to $30,000 or 15% of the Contract Price whichever is the lower adjusted as above:

(e) An allowance for increased construction Costs due to inflation shall not be required.

*⌘ Include [E] or [F] but not both. Note that [E] is required if the Contractor is responsible for designing elements of the permanent Contract Works, not required if only responsible for the design of temporary works.*

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

*⌘ 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.*

*⌘ For points (a) to (e) above, include either from [1] to [2] or from [2] to [3] as appropriate, and include the percentages or sums as appropriate after receiving advice from the Principal or the Principal’s insurers.*

*⌘ Always required.*

*⌘ Include value at [1], with consideration given to the size of the project.*

(8.4) **Contractor arranged Plant insurance**

(b) The Contractor shall insure each item of Plant on the Site having a current market value of more than $10,000.

(8.5) **Contractor arranged public liability insurance**

(8.5.1) The Contractor shall effect Public Liability Insurance for an amount not less than $1,000,000.

Deleted Subsection (c).

(8.5.2) Motor vehicle third party liability insurance is required.

*⌘ Required where the Contractor is to provide Public Liability insurance. Fill in the amount of Public Liability insurance to be provided by the Contractor at [1]. This figure would normally be between $1,000,000-10,000,000.*

*⌘ Omit from [5] to [6] unless the Contract Works are adjacent to other structures or may result in damage to other structures*

*⌘ Always required to provide third party motor vehicle insurance. Fill in the amount of motor Vehicle Liability insurance at [1]. This figure would usually be $1,000,000.*

(8.6) **Contractor arranged professional indemnity insurance**

(8.6.1) The Contractor shall effect Professional Indemnity Insurance for Contractor’s design for an amount of not less than $500,000 in total, renewed annually over six years.

(8.6.2) Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be limited to the costs related to the design of that specific part of the Contract

Works.

(8.8) **Principal arranged construction insurance**

(8.8.1) Delete the references to New Zealand and replace with references to the Cook

Islands.

(8.9.2) Delete subsection (c)

**(9) VARIATIONS**

(9.3) **Valuation of variations**

(9.3.9) For On-site Overheads:

The prices and rates in the Schedule of Prices are inclusive of full allowance for On-Site Overheads.

(9.3.10) For Off-site Overheads and Profit:

The prices and rates in the Schedule of Prices are inclusive of full allowance for Off-Site Overheads and Profit,

(9.3.11) For time-related Cost, the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit in relation to an extension of time to be applied in accordance with 9.3.11 is as nominated in Item 9 in the Schedule of Prices.

(9.3.15) For processing of Variations, the percentage to be paid in accordance with 9.3.15 is as nominated in Item 9 in the Schedule of Prices.

**(10) TIME FOR COMPLETION**

(10.2) **Due date for completion**

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

(a) For the Contract Works: 120 Working Days

(10.4) **Practical Completion Certificate**

(10.4.5) Prior to the issue of the Practical Completion Certificate:

(a) Producer Statements in the form set out in Schedule 6 are required.

(10.5) **Damages for Late Completion**

(10.5.1) Liquidated Damages shall be applied, in respect of the Contract Works $200 per Working Day.

(10.6) **Bonus for early completion**

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

**(11) DEFECTS LIABILITY**

(11.1) **Defects Notification Period**

The Defects Notification Period shall be:

For the Contract Works: 12 months;

*⌘ Include if [K] is omitted.*

(11.3) **Final Completion Certificate**

(11.3.2) Prior to issue of the Final Completion Certificate:

(a) Producer Statements in the form set out in Schedule 6 are required.

(11.5) **Warranties**

Warranties are not required.

(11.6) **Guarantees**

Guarantees are not required

**(12) PAYMENTS**

(12.1) **Contractor’s Payment Claims**

(12.1.3)(b)(iii) **Advances for Materials delivered to the Site**

Advances for materials delivered to the Site is not required.

(12.1.3)(b)(iv) **Advances for Temporary Works or Plant**

Advances for temporary works or plant is required, subject to the following conditions;

The amount shall be negotiated prior to the signing of the Contract.

(12.1.3)(b)(iv) **Advances for Materials not yet on Site**

Advances for materials not yet on Site is required, subject to the following conditions;

The amount shall be negotiated prior to the signing of the Contract.

(12.1.3)(c) The due date for payments shall be 17 Working Days after the date of service of the payment claim

(12.3) **Retention Monies**

(12.3.1, 12.3.2)

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

* + 1. For the Contract Works, a total retention of:
* 10% on the first $200,000, and
* 5% on the next $800,000, and
* 1.75% on the amounts in excess of $1,000,000
* With a maximum total retention when aggregated of 10% of the Contract Price and
* With a defects liability retention of
  + 50% of the total retention to be paid at Practical Completion of the Contract Works and
  + 50% of the total retention to be paid within 10 Working Days after the date of the Final Completion of the Contract Works

(12.3.3) **Bond in lieu of retention**

There shall be no bond in lieu of retention.

(12.4) **Final Payment Claim**

(12.4.2) Subsection (e) is deleted.

(12.7.4) The words “Reserve Bank of New Zealand” is deleted from that section and replaced with the “Bank of the South Pacific”.

(12.8) **Cost fluctuations**

(a) Cost fluctuations shall not be paid.

(12.9) **Provisions Sums**

There shall be no Provisional Sums.

(12.11) **Prime Cost Sums**

There shall be no Prime Cost Sums.

(12.13) **Goods and Services Tax**

(12.13.2) Payment schedules shall be provided inclusive of VAT and labelled “ Buyers Created Invoice”.

**(13) DISPUTES**

(13.4) **Arbitration**

(13.4.3) If required the arbitrator shall be nominated by the Chief Justice

(13.5.3) Is deleted.

(15) **SERVICE OF NOTICES**

(15.1.2) For the purpose of service of written notice:

(a) The address of the Principal is:

Postal address: PO Box 102, Rarotonga, Cook Islands

Delivery address: Arorangi, Rarotonga, Cook Islands

Mark for the attention of: Solomona Solomona

Email address: solomona.solomona@cookislands.gov.ck

Other agreed means of electronic communication and address detail:

(b) The address of the Contractor is:

Postal address:

Delivery address:

Mark for the attention of:

Email address:

Other agreed means of electronic communication and address detail:

(c) The address of the Engineer is:

Postal address: PO Box 102, Rarotonga Cook Islands

Delivery address: Arorangi, Rarotonga, Cook Islands

Mark for the attention of: Tenga Mana

Email address: tenga.mana@cookislands.gov.ck

Other agreed means of electronic communication and address detail:

(15.1.4) Delete subsection (b).

## Schedule 2: Special Conditions of Contract – Other Conditions of Contract

(Numbers in brackets refer to General Conditions of Contract clauses).

(1.2) Add to the definition of Contractor

If the Contractor is a joint venture, consortium or other unincorporated grouping of two or more Persons:

1. such Persons shall be jointly and severally liable to the Principal for the performance of the Contract;
2. shall nominate a representative with authority to bind the Contractor and each of the Persons, and shall notify the Principal accordingly; and
3. The composition or legal status of the Contractor shall not alter without the prior consent of the Principal.

## Schedule 3: Form of Contractor’s Performance Bond

**Contract for**…………………………………………………………………………………………….

**THIS DEED** is made on the............day of................................................................ 20 ………..

**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 Ministry of Infrastructure Cook Islands of Arorangi, Rarotonga, Cook Islands ("the Principal") to carry out and fulfil the obligations imposed on the Contractor.

*⌘ Always required.*

B The Contractor has agreed to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract.

C Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

## 

**BY THIS DEED**

1. **THE** Contractor and Sureties are jointly and severally held and bound to the Principal in the sum of NZD…………………………………………….. *[1]* and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

*⌘ Insert value of bond in figures and words at [1].*

2. **THE** conditions of this bond is that it shall be null and void if:

#### A Practical Completion Certificate has been issued for the Contract Works in accordance with 10.4 of the General Conditions.

#### The surety receives a notice from the Principal releasing the Contractor and surety from this bond; or

#### The surety receives a notice from the Principal confirming that a replacement Contractor’s Bond has been received and accepted and releasing the Contractor and surety from the bond.

3. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.

4. **THE** surety shall not be released from any liability under this bond:

1. By any alteration in the terms of the Contract;
2. By any alteration in the extent or nature of the Contract Works to be completed, delivered and having defects remedied;
3. By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract; or
4. 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.

In witness of which this deed is executed.

**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 is 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 their 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, they must sign and another person must witness their signature. The witness must not only sign but must also add their occupation and address.

## Schedule 6: Form of Producer Statement – Construction

**ISSUED BY** .............................................................................................................................

(“the Contractor”)

**TO** .............................................................................................................................

(“the Principal”)

**IN RESPECT OF** .............................................................................................................................

(Description of Contract Works)

**AT** …………………...........................................................................................................................

(Address)

......................................................................................................... ("*Contractor*”) has contracted to

......................................................................................................................................... (“*Principal*”)

to carry out and complete certain contract works in accordance with a Contract, titled

......................................................................................................................................(“the Contract”)

(*Project*)

I, ...................................................................................................... (*Duly Authorised Agent*)

a duly authorised representative of ………………………………………………………………………….

(“*Contractor*”)

believe on reasonable grounds that ………………………………………………………… (“*Contractor*”)

has carried out and completed:

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

SIGNATURE OF Authorised Agent on behalf of:…………………………………………………………….

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

Date: ) ....................................................................................

Contractor: ) ....................................................................................

Address: ) ....................................................................................

) ....................................................................................

## Schedule 7: Information on Contractor arranged construction insurance

**To whom it may concern:**

From………………………………………………………………………… (*Name of insurance company*)

............................................................................................................................................... (*Branch*)

…………………………………………………………………………………………………… (*Address*)

We confirm having effected construction insurance for:

………………………………………………………………………………………………… (*Contractor*)

………………………………………………………………………………………………………. (*Principal*)

In respect of………………………………………………………………………………… (*Project title*)

Policy wording title is……………………………………………………………………………………………

The following provisions apply:

Project specific policy

Annual run-off policy

Annual cut-off policy

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

**8.1.6**

The following forces of nature are insured:

landslip  earthquake  tsunami

tornado  cyclone  storm

flood  lightning strike  volcanic activity

**8.3.3**

The sums insured are (VAT exclusive):

Contract Price $...........................................................

(a) Costs of demolition $...........................................................

(b) Professional fees $...........................................................

(c) Value of items to be incorporated $...........................................................

(d) An allowance for an increase in construction costs $...........................................................

(e) An allowance for increased reconstruction costs $..........................................................

**TOTAL SUM INSURED** $..........................................................

The policy deductibles are (VAT inclusive):

Non-earthquake $.........................................................

Natural disaster……% of………………..minimum of $.........................................................

Other (name)…………………………………………… $........................................................

**8.2.3(a)**

Construction period from………………………….to…………………………………………

Insurance maintenance period ………………………………………………..

Policy expiry date ………………………………………………………………

Policy cover terms included are:

**8.2.2** Discretionary cancellation clause Yes/No

**8.2.3** Severally insured Yes/No

No settlement delay due to exercise of subrogation Yes/No

**8.2.4** Void *ab initio* for non-payment of premium without prior notification Yes/No

Policy extensions included are:

Sub-limit (if applicable)

**8.3.1** Transit (in Cook Islands) Yes/No $.................................

**8.3.1** Materials in storage (in Cook Islands) Yes/No $.................................

Testing and commissioning Yes/No $.................................

Expediting expenses Yes/No $.................................

Overseas airfreight 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.

This 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 3910:2013

**Insurance Company Stamp**………………………………… **Date**………………………

(*Or name of insurance broking company confirming cover*)

**SIGNED BY**………………………………………………………………………………………………….

**SIGNATORY TITLE**…………………………………………………………………………………………

(Clause numbers refer to NZS 3910:2013 and are for information only.)

## Schedule 8: Information on Contractor Arranged Plant Insurance

**To whom it may concern:**

From…………………………………………………………………… (*Name of insurance company*)

…………………………………………………………………………………………………… (*Branch*)

…………………………………………………………………………………………………………………

…………………………………………………………………………………………………. (*Address*)

We confirm having effected Plant Insurance for:

……………………………………………………………………………………………….. (*Contractor*)

In respect of ……………………………………………………………………………….. (*Project title*)

Police wording title is…………………………………………………………………………………………..

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

The following provisions apply:

Annual policy

Project specific policy

Policy expiry date…………………………………………………………………….

8.4

The sums insured are (VAT exclusive):

All items of Plant Sum insured $...................................

OR

Value schedule of construction Plant insured (copy attached)

The policy deductible (VAT inclusive) is: $.....................................

Policy cover terms included are:

**8.2.2** Discretionary cancellation clause Yes/No

**8.2.3(a)** Reinstatement provision Yes/No

**8.2.4** Void *ab initio* for non-payment of premium without prior notification Yes/No

No settlement delay due to exercise of subrogation Yes/No

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

This 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 3910:2013.

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

(*Or name of insurance broking company confirming cover*)

**SIGNED BY** ……………………………………………………………………………………………………..

**SIGNATORY TITLE**…………………………………………………………………………………………….

(Clause numbers refer to NZS 3910:2013 and are for information only)

## Schedule 9: Information on Public Liability Insurance

**To whom it may concern:**

From ……………………………………………………………………… (*Name of insurance company*)

………………………………………………………………………………………….. (*Branch*)

…………………………………………………………………………………………………………………

…………………………………………………………………………………………….. (*Address*)

We confirm having effected public liability insurance to indemnify the Principal and the Contractor against legal liability to third parties for damage, loss or injury caused by an act or omission of the Contractor arising out of the performance of the Contract Works.

………………………………………………………………………………………………… (*Contractor*)

………………………………………………………………………………………………… (*Principal*)

In respect of ………………………………………………………………………………. (*Project title*)

Policy wording title is ……………………………………………………………………………………..

We advise that special terms, copy attached, have been specifically applied to this project Yes/No

The following provisions apply:

Annual policy

Project specific policy

Policy expiry date ………………………………………………………………………………………….

**8.5, 8.9**

The limit of indemnity (VAT exclusive) $............................................

Sub-limit insured for (VAT exclusive)

Vibration, removal, or weakening of support $.............................................

Underground services $.............................................

Deductible (VAT inclusive) is $.............................................

Deductible for vibration, removal, or weakening of

support (VAT inclusive) $.............................................

Deductible for underground services (VAT inclusive) $.............................................

The policy also covers liability arising out of:

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

The use of hired Plant Yes/No

The ownership/use of watercraft over 8 m Yes/No

The ownership/use of aircraft Yes/No

The use of explosives Yes/No

**8.2, 8.7**

Policy cover terms included are:

Reinstatement provisions Yes/No

Number of reinstatements …………………………………

Discretionary cancellation clause Yes/No

Void *ab initio* for non-payment of premium without prior notification Yes/No

Severally insured Yes/No

No settlement delay due to exercise of subrogation Yes/No

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

This insurance issues is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

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

(*Or name of insurance broking company confirming cover*)

**SIGNED BY** ………………………………………………………………………………………………….

**SIGNATORY TITLE** ………………………………………………………………………………………….

(*Clause numbers refer to NZS 3910:2013 and are for information only*.)

## Schedule 10: Information on Contractor Arranged Motor Vehicle Insurance

**To whom it may concern:**

From ……………………………………………………………………….. (*Name of insurance company*)

…………………………………………………………………………………………………….. (*Branch*)

……………………………………………………………………………………………………. (*Address*)

We confirm having effected motor fleet insurance for

……………………………………………………………………………………………… (*Contractor*)

In respect of ………………………………………………………………………………… (*Project title*)

Policy wording title is ……………………………………………………………………………………….

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

The following provisions apply:

Annual policy

Project specific policy

Policy expiry date ……………………………………………………………………………………………

**8.5.2**

The limits of liability are (VAT exclusive)

Section 2 – Liability

For any one occurrence arising out of the same event $...................................

The policy deductibles are:

Section 2 – Liability (VAT inclusive) $....................................

Plus under age penalties

**8.2**

Policy cover terms included are:

Section 2 Liability automatic reinstatement Yes/No

Discretionary cancellation clause Yes/No

Void *ab initio* for non-payment of premium without prior notification Yes/No

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.

This 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 3910:2013.

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

(Or name of insurance broking company confirming cover)

**SIGNED BY** …………………………………………………………………………………………………..

**SIGNATORY TITLE** …………………………………………………………………………………………..

(Clause numbers refer to NZS 3910:2013 and are for information only.)

## Schedule 11: Information on Contractor arranged professional indemnity insurance

**To whom it may concern:**

From ………………………………………………………………… (*Name of insurance company*)

…………………………………………………………………………………………….. (*Branch*)

………………………………………………………………………………………………………………..

………………………………………………………………………………………………. (*Address*)

We confirm having effected professional indemnity insurance for:

…………………………………………………………………………………….. (*Contractor*)

In respect of ……………………………………………………………………… (*Project title*)

Policy wording title is ………………………………………………………………………………………..

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

The following provisions apply:

Annual policy

Project specific policy

Policy expiry date ………………………………………………………………………………………..

**8.6.1**

The limit of indemnity (VAT exclusive $................................. any one occurrence

$................................. in the aggregate during the period of insurance

Deductible (VAT inclusive) $....................................

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.

This 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 3910:2013.

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

(*Or name of insurance broking company confirming cover*)

**SIGNED BY** ……………………………………………………………………………………………………

**SIGNATORY TITLE** …………………………………………………………………………………………..

(*Clause numbers refer to NZS 3910:2013 and are for information only*.)

## Schedule 15: Practical Completion Certificate

This Practical Completion Certificate is issued under 10.4.3(a) or 10.4.4.

**Contract for** …………………………………………………………………………………………………

………………………………………………………………… (*Contract name and number if applicable*)

**Principal** ………………………………………………………………….. (*Insert name of Principal*)

**Contractor** ………………………………………………………………. (*Insert name of Contractor*)

This certificate relates to:

(a) The whole of the Contract Works referred to above;

(b) The following separable portion ……………………………………………………… (*specify*)

Receipt of the Contractor’s invoice dated…………………………………… and issued in accordance with 10.4.2 is acknowledged.

In accordance with  10.4.3(a) or  10.4.4 (select one), the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Practical Completion Certificate under 10.4, notwithstanding that there may be minor omissions and/or minor defects (as listed in the attached schedule) which satisfy the criteria in 10.4.1 (a), (b) and (c).

The Contractor is required to remedy all of the listed omissions or defects within the period stated in the attached schedule against the relevant omission or defect, or at the latest within ………Working Days of the date of this certificate.

Practical Completion was achieved

on ……………………….......................................... (*insert date*) at ……………………. (*insert time*).

Signed by the Engineer …………………………………………………………………………………….

Name ………………………………………………………………………………………………………….

Date …………………………………………………………………………………………………………..

**SCHEDULE**

The following omissions and/or defects have been assessed as being of a minor nature satisfying the criteria in 10.4.1(a), (b), and (c) and were identified during an inspection carried out by the Engineer or Engineer’s Representative on ………………………………………………. (*insert date*)

(*list minor omissions and defects*) ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….................

## Schedule 16: Final Completion Certificate

This certificate is a Final Completion Certificate issued under 11.3.1.

**Contract for** ……………………………………………………………………………………………………

………………………………………………………………… (*Contract name and number if applicable*)

**Principal** ………………………………………………………………………… (*insert name of Principal*)

**Contractor** …………………………………………………………………….. (*insert name of Contractor*)

This certificate relates to:

(a) The whole of the Contract Works referred to above;

(b) The following Separable Portion …………………………………………………….. (*specify*)

In accordance with 11.3.1, the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Final Completion Certificate issued under 11.3

on …………………………………………… (*insert date*) at …………………………….(*insert time*).

Signed by the Engineer ………………………………………………………………………………………

Name …………………………………………………………………………………………………………..

Date …………………………………………………………………………………………………………….

# **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 A12) of the RFT has been followed. |  |
| 3. Proposal and related documentation was submitted in the English  Language or English translation provided. |  |
| 4. Tenderers must tender on all parts of the tender |  |
| 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 inclusive of freight and any costs associated with completing the Contract Works. |  |

## 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.

Further information on the evaluation procedures are provided below.

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

|  |  |
| --- | --- |
| **Criteria** | **Weight (%)** |
| **Non-Price Attributes** |  |
| Compliance with Contract Terms | 2% |
| Relevant Experience | 5% |
| Track Record | 6% |
| Technical Skills | 7% |
| Company Resources | 8% |
| Management Skills | 5% |
| Methodology | 10% |
| Local Company | 2% |

|  |  |
| --- | --- |
| **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.

## D4 Evaluation Procedure

1. Tender Evaluation Team

A Tender Evaluation Team (TET) will be formed to evaluate tenders. The TET will be supported by other expert advisors as required.

1. Envelope 1: Non-price Attribute Evaluation

The TET will individually read, evaluate and grade the Non-price Attributes using the evaluation forms in section (i) of this Appendix.

For the evaluation of Relevant Experience, Track Record, Technical and Management Skills they will take into account:

* Records of contracts the Tenderers have completed;
* Their personal knowledge of any of the Tenderers’ experience;
* Information from referees of other organisations the Tenderers have worked for.

For the evaluation of the Tenderer's Resources attribute, they will take into account their personal views about the suitability of the Tenderer's resources to adequately carry out the work.

For the evaluation of the Tenderer's Methodology attribute, they will take into account their personal views about best practice and the appropriate methodology to complete the Contract Works.

1. Interviews or Enquiries

Interviews may be held with or enquiries sent to individual Tenderers during the evaluation period should any further clarification be required regarding the Tenderer's submission.

1. Agreement of Non-price Attribute Grades

The TET will meet to agree each Tenderer’s Non-price Attribute scores and overall grade. The TET will evaluate the proposals based on a direct comparison of each tender submission, and rank each tender in order based on the markings gained in the evaluation.

Assistance from expert advisors will be requested as required. The TET will endeavour to reach a consensus. If the TET cannot reach a consensus, the TET Chairperson shall consider the team’s attribute scores and decide the final attribute score.

1. Non-price Attribute Report

The TET will complete a Non-Price Attribute evaluation report for each tender.

1. Envelope 2: Price

Following the Non-Price Attribute evaluation process described above, the TET will open Envelope 2: Price, for each acceptable tender.

1. Tender Evaluation Report

The TET will prepare a tender evaluation report. This report will be used in accepting and awarding the contract according to the Principal’s contract administration procedures.

The report will include recommendations regarding the preferred tender and Tenderer, and any applicable terms or conditions relating to the tender acceptance.

If the Principal accepts the recommendation of the TET, the Tender Evaluation Report will be submitted to the Tender Committee (TC) for review and endorsement. Once the TC endorse the Tender Evaluation Report it will advise the Principal of its decision. The Principal thereafter will act according to the recommendation by the TC. If the TC recommend the contract to be awarded to the preferred Tenderer, the Principal can either award the contract to the preferred Tenderer, or if appropriate, pre-award discussions will be sought with the preferred Tenderer.

1. Requests to View Tender Evaluation Documents

Tender evaluation documents shall remain confidential and not be disclosed by the Principal to the Tenderers.

1. Tender Evaluation Marking Forms

The TET will use the following tender evaluation marking forms to evaluate each Tenderer’s Non-price Attributes submission.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **WEIGHTED SCORE CALCULATIONS** | | | | | | | | | |
| **Scores** |  | **5** | **4** | **3** | **2** | **1** | **0.75** | **0.5** | **0.25** |
| Compliance with Contract Terms | 2% | 2 | 1.6 | 1.2 | 0.8 | 0.4 | 0.3 | 0.2 | 0.1 |
| Relevant Experience | 5% | 5 | 4 | 3 | 2 | 1 | 0.75 | 0.5 | 0.25 |
| Track Record | 6% | 6 | 4.8 | 3.6 | 2.4 | 1.2 | 0.9 | 0.6 | 0.3 |
| Technical Skills | 7% | 7 | 5.6 | 4.2 | 2.8 | 1.4 | 1.05 | 0.7 | 0.35 |
| Company Resources | 8% | 8 | 6.4 | 4.8 | 3.2 | 1.6 | 1.2 | 0.8 | 0.4 |
| Management Skills | 5% | 5 | 4 | 3 | 2 | 1 | 0.75 | 0.5 | 0.25 |
| Methodology | 10% | 10 | 8 | 6 | 4 | 2 | 1.5 | 1 | 0.5 |
| Local Company | 2% | 2 | 1.6 | 1.2 | 0.8 | 0.4 | 0.3 | 0.2 | 0.1 |
| Price | 55% | 55 | 44 | 33 | 22 | 11 | 8.25 | 5.5 | 2.75 |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SCORING FORM** | | | | | | | | | | | |
| **Contractors** |  |  | |  | |  | |  | |  | |
| **Criterion** | **Weight** | Score | W. Score | Score | W. Score | Score | W. Score | Score | W. Score | Score | W. Score |
| Compliance with Contract Terms | 2% |  |  |  |  |  |  |  |  |  |  |
| Relevant Experience | 5% |  |  |  |  |  |  |  |  |  |  |
| Track Record | 6% |  |  |  |  |  |  |  |  |  |  |
| Technical Skills | 7% |  |  |  |  |  |  |  |  |  |  |
| Company Resources | 8% |  |  |  |  |  |  |  |  |  |  |
| Management Skills | 5% |  |  |  |  |  |  |  |  |  |  |
| Methodology | 10% |  |  |  |  |  |  |  |  |  |  |
| Local Company | 2% |  |  |  |  |  |  |  |  |  |  |
| Price | 55% |  |  |  |  |  |  |  |  |  |  |
| Total | 100% |  |  |  |  |  |  |  |  |  |  |

# **APPENDIX E - DRAWINGS**

## Summary of Requirements

1. The following documents are attached separately for reference purposes to assist the Tenderer in the preparation of its Tender.
2. Locality Map of Project Area
3. List of roads identified for improvement
4. The Drawings shall be prepared to show details sufficient to enable the Contract Works to be completed.
5. All the Drawings shall be presented on A3 paper sheets, numbered and labelled “Not for Construction”.