

Infrastructure Cook Islands

RFT Price Response Template (NZS 3910:2013)

**Avatiu Stream Embankment Stabilisation**

Contract No. CK181908, October 2018

1. Submission Checklist for tenderers

## Information to be submitted by tenderers

Complete the Price Response Template in the fields within this template. Submit in a separate electronic file or hard copy submission refer to RFT Section 2.5, Submitting your tender

The following information is to be submitted by each tenderer

Price Information

[RFT number – Price – Tenderer’s Name]

|  |  |  |
| --- | --- | --- |
| **Documents** | **Reference** | **Included ✓** |
| Completed Price Response Template | **This document** | ☐ |
| Form of Tender  | Section 2 | ☐ |
| Completed Schedule of Prices (refer separate document for the Schedule of Prices)  | Section 3 | ☐ |

1. Tender Form

RFT Name: Avatiu Stream Embankment Stabilisation

Reference Number: CK181908

Tenderer’s Acknowledgment

1. Having examined the Request for Tender (RFT) Documents for the construction of the above named Contract Works, we offer to carry out, supply, construct, complete, deliver and remedy defects in the whole of the said Contract Works in conformity with these RFT Documents for the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($NZ \_\_\_\_\_) exclusive of VAT or such other sums as may be ascertained in accordance with the Contract.
2. This sum includes full allowance for Notice(s) to Tenderers (Addenda) No(s)...................
3. I/we undertake to complete and deliver the whole of the Contract Works comprised in the RFT Documents within the time stated in the Special Conditions of Contract, or such other time ascertained in accordance with the RFT Documents.
4. This tender is valid for the Offer Validity Period.
5. The information provided is true, accurate and complete and not misleading in any material respect.
6. The tender does not contain intellectual property that will breach a third party’s rights.
7. I/we have secured all appropriate authorisations to submit this tender, to make the statements and to provide the information in the tender and I/we am/are not aware of any impediments to enter into a Contract to carry out and complete the Contract Works.
8. I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the tender may result in the tender being eliminated from further participation in the RFT process and may be grounds for termination of any Contract awarded as a result of the RFT.
9. Until a Contract Agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us as Contractor and the Principal.
10. I/we understand that Infrastructure Cook Islands is not bound to accept the lowest priced, highest scoring or any tender received.
11. I/we authorise Infrastructure Cook Islands to seek an opinion from our banker regarding our ability to undertake the Contract.
12. 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/Goods/Services. Further, during the assessment stage we understand and agree that you may request specific information from all tenderers in order to assist your assessment. We acknowledge that a failure to provide such information may result in disqualification from the process.
13. I/we understand that no legal or other obligations shall arise between the Tenderer and Infrastructure Cook Islands in relation to the conduct or outcome of the tender process unless and until that Tenderer has received written notification of the Acceptance of its tender.
14. I/we attach the information to be submitted with this tender.
*Tenderer to list any additional tender information below.*

|  |  |
| --- | --- |
| **Name of Tenderer:** |  |
| **Print name and title of authorised signatory:** |  |
| **Signed by authorised signatory of the Tenderer:** |  |
| **Date:** |  |

1. Schedule of Quantities

The Schedule of Prices (SOP) is included as part of the RFT and contract documents, refer separate document for Schedule of Prices. An Electronic copy of the Schedule is available in Microsoft Excel format to assist with completion of the tender.

## Preamble

The following Clauses shall apply to all Items included in the Schedule of Prices.

The information contained in the General Information Section is of importance in the interpretation of the Schedule of Prices and it is essential that all who make use of the Schedule of Prices be fully aware of its provisions.

Attention is drawn to Section 2.3 of NZS 3910:2013, Conditions of Contract for Building and Civil Engineering Construction. The Schedule of Prices ultimately bound into the signed contract documents shall be deemed to cover all the works needed to complete the Contract as described on the drawings and in the specification.

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. All individual prices/rates shall be stated exclusive of VAT. All tenders must clearly show the total VAT exclusive price, the VAT amount and a total inclusive of VAT amount. All values must be shown in New Zealand Dollar (NZD) currency

Except where specific items are provided, all rates shall allow for any staging or sequencing necessary for the execution of the work.

## General Information

The whole of this Section shall be read in conjunction with the other sections of the RFT and contract documents and are deemed to be part of the Contract Documents.

The tendered amounts in the Schedule of Prices, shall be for the full inclusive value of the work described, shall include full compensation for supplying labour, materials, tools, equipment and incidentals, and shall be inclusive of all profits and overheads and the like for all work involved in carrying out the work as specified in the Contract Documents.

Payment for the various scheduled items will be on the basis of measured works completed against each item and a pro-rata basis where the item is a lump sum as the item is constructed in accordance with the drawings and specifications or as directed by the Engineer.

The price for all items shall include the costs of carrying out all quality control as required by the contract and included in the contractors Quality Management Plan.

Note: In the event that quality assurance records are not supplied by the Contractor, to support a monthly claim, only 80% of the scheduled value will be certified for payment. Full payment shall be on receipt of the specified complying quality records.

A price or rate shall be entered against each item of the Schedule as appropriate. Failure to price any item in the Schedule shall be taken to mean that the price or rate for that item is included in the prices or rates for other items.

Any conflict between Standards, Contract Drawings, Contract Specifications, plans and documents or any other reference document shall be referred to the Engineer for clarification before any relevant work proceeds.

## Measurement

Measurement is generally in accordance with “Measurement of Civil Engineering Quantities” NZS 4224:1983.

All items are measured net in accordance with the drawings and no allowance has been made for waste, rolling margins, settlement etc. Rates quoted shall include full allowances for all such items.

Units of measurement shown in the “unit” column of the Schedule of Prices have been abbreviated as follows:

PS = Provisional Sum

LS = Lump Sum

lm = Linear metre

m2 = Square metre

m3 = Cubic metre (solid measure unless specified otherwise)

No. = Each number

LS/mth = Lump Sum per Month

% = Percentage

wk = week

hr = hour

t = tonne

L = Litres

**“Provisional” items** in the Schedule of Prices - The Engineer’s approval is required before undertaking provisional items.

**Lump Sum Items** (marked as LS) – The tenderer shall allow for all work necessary to complete the item described under the lump sum. Approximate quantities where shown are provided for the purposes of indicating the extent of work only. No re-measure will be undertaken and no claim will be considered on the basis of any increase or decrease from the stated or inferred quantities.

**Earthworks Quantities** – Except as may be required (i.e. due to variations, undercut, etc) earthwork quantities shown as solid measure volumes shall be measured from the Drawings using the end area or other acceptable method of calculation. No payment will be made for any volumes in excess of that defined in the drawings except for additional work approved or directed by the Engineer.

## Provisional Sums/Provisional Items

Provisional Items are so marked (as Provisional Item, Provisional Sum or PS) and shall be treated as Provisional Sums for payment purposes.

Each Provisional Item or Sum is priced so that the application of the tendered rate to the actual quantity of work completed under the item (including nil work) provides full compensation to the Contractor.

The Contractor shall when required by the Engineer produce all quotations, invoices, vouchers, time sheets and accounts or receipts in connection with expenditure in respect of Provisional Sums.

## Adequacy of Rates and Sums

The items in the Schedule of Prices together with the rates and sums entered against them cover everything necessary for the completion and maintenance of the Contract Works to the complete satisfaction of the Engineer. Items have generally been provided in the Schedule of Prices for all major operations, and the rates and sums entered against them cover all accessories and minor items together with the cost of complying with all general obligations imposed by the Contract. Except where identified separately in the Schedule of Prices, all miscellaneous items, supervision, contingencies, maintenance, conveyance of plant and incidental work, plus general overhead administration are incorporated in the rates and sums entered in the Schedule of Prices. All rates and sums entered in the Schedule of Prices are to be proportioned, having regard to the special conditions of the work in each case. It will be deemed that all indirect costs, risk and profit are distributed among the rates and prices entered in the Schedule of Prices in proportion to the direct costs allowed for by the Contractor in each rate and price.

The positions shown on the Drawings may be varied. Each price, rate or sum entered in the Schedule of Prices covers the scope of work defined regardless of where the work is performed on the Site.

## Unscheduled Obligations

The cost of any item not specifically referred to in the Schedule of Prices is spread over and included in the price or prices for other items in the Schedule of Prices which are most closely appropriate for the work not specifically referred to.

## Acts and Regulations

All costs incurred by the Contractor in complying with all Acts and Regulations applicable to the Contract Works are deemed to be incorporated in the tendered rates.