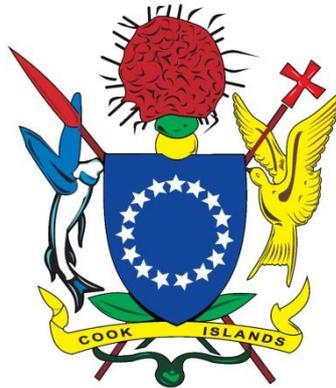


Request for Tender



Service Contracts Nukutere College Rebuild Project

Reference No:	CK181909
Date of Release:	23rd of November 2018

Cook Islands Investment Corporation

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

Contact Officer Eusenio Fatialofa,

eusenio.fatialofa@cookislands.gov.ck

TENDER CLOSING TIME: 4p.m. Friday 14th December 2018 (CI Time)

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GLOSSARY AND DEFINITIONS

TERM	EXPLANATION
BTIB	Business Trade Investment Board
Electronic Tender Account	Asia Pacific Public Electronic Procurement Network e-GP System https://in-tendhost.co.uk/adbprocurementnetwork.aspx/Home
MFEM	Ministry of Finance and Economic Management
Manual	The Cook Islands Government Financial Policies and Procedures manual
Policy	The Cook Islands Government Purchase and Sale of Goods and Services Policy
Principal	Cook Islands Investment Corporation is the Principal to this RFT and Contract.
CIIC	Cook Islands Investment Corporation
RFT	Request for Tender
Tender Team	The group of people responsible for the management of the tender process and includes those people who are specifically responsible to evaluate Tenders.
NEC	New Engineering Contract
ECI	Early Contractor Involvement
ECC	NEC4 Engineering and Construction Contract

INTRODUCTION

Summary of Requirements

Through this Request for Tender (RFT) Cook Islands Investment Corporation, the Principal wishes invite suitably qualified Contractors (Tenderers) to bid for the Nukutere College Rebuild project as further described in Attachment 1 – Tender Specification.

This RFT is for two (2) contracts; Construction Consultancy Services and Construction Works Services. Responses to this RFT must be for both contracts.

The RFT is based on the Early Contractor Involvement (ECI) approach, to allow the Contractor to bring quality advice and input at the design stage of the project. The Contractor will add value supporting improved team work, innovation, planning to an integrated design team to deliver value for money.

Stage 1 contract will involve providing design development, construction planning and value engineering advice and support to the CIIC Design Team to produce optimised designs to fit within the budget ceiling.

Stage 2 is for the construction works including construction management and related activities.

Nukutere College Rebuild is funded by the Cook Islands Government and Nukutere College. The construction budget is NZ\$700,000.

Tenderers should ensure they are registered and have downloaded or received all files for this RFT including all prospective notices. Refer to Conditions of Tendering – Tender Registration.

A site visit is not compulsory but will be organised for all registered Tenderers.

Key Dates

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

Issue of RFT	23 rd November 2018
Deadline for submission of tenders to RFT:	4 pm Friday 14th December 2018 (CI Time)
Construction Consultant Service Contract award	January 2019
Proposed Construction Award and Commencement	March 2019

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

Conditions of Tendering

All tenders should conform to the Conditions of Tendering, but must conform to the Mandatory Conditions set out in this RFT.

Contact Officer

The Contact Officer for this tender is:

Name of Person: Eusenio Fatialofa
Title: Project Engineer
Address: Takuvaine Rd
Avarua, Rarotonga
Cook Islands
Phone: +68223139
E-mail: eusenio.fatialofa@cookislands.gov.ck

Tender Registration

Prospective tenderers should register their interest to participate in this RFT process by registering on the Cook Islands Government E-Government Procurement portal at:

<https://in-tendhost.co.uk/adbprocurementnetwork/asp/Home>

In order to participate in the tender process you will need to register as a supplier on the Portal as a supplier. As part of registration you will need to specify relevant "Business Categories" for your business. This tender will be listed under the following category:

Category	Title
72121406	School building construction service

Prospective Tenderers should include this category when registering on the system.

Should there be any issues registering please inform the contact officer as soon as possible and alternative registration processes will be advised. The Contact Officer will acknowledge receipt of the registration. Only registered tenderers will receive notices directly as and when they are issued. It is the responsibility of the Tenderer to ensure they are properly registered for this RFT. The Principal reserves the right to extend the list of registered Tenderers beyond those who register interest in this RFT.

Once the Tender is published on the portal any suppliers registered will receive automatic advice of the tender and a link to access tender documentation via the Electronic Tender Account. Submission of tenders will be through the same account.

Suppliers who register after the tender is published will receive notification of the tender upon registration.

Tender Closing Time

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

Tender Closing Time and Date: 4.00pm Friday 14th December 2018 (CI Time)

It is the Tenderer's responsibility to ensure that their tender reaches the Electronic Tender Account (<https://in-tendhost.co.uk/adbprocurementnetwork/asp/Home>), by the specified closing date and time.

Late tenders will not be accepted.

Submission of Tender

The cost of attending the site visit, preparing and submitting the Tender shall be borne by the Tenderer.

The Principal may vary the Scope of Works described in Attachment 1 at any time, including the closing date, by notice in writing to the Tenderers still involved in the RFT at the time the Scope of Works are varied.

Tenders shall be submitted in electronic format only, as specified below only.

Telefax tenders will not be accepted.

Electronic Format Submission:

Electronic tenders must be submitted through the Electronic Tender Account in the format contained in Attachment 2 – Forms to be submitted, by the due date. Failure to do so will result in the tender being disqualified.

The default portal is the Asia Pacific Public Electronic Procurement Network e-GP System (refer <https://in-tendhost.co.uk/adbprocurementnetwork/asp/Home>). The title and reference number of this document is the tender identifier.

The tender form and all additional documents should be submitted in PDF format. Tenderers should seek approval for any other alternative electronic formats. If offers do not comply with the approved formats they will be deemed non-compliant and may not be accepted.

If the Tenderer is not able to access or upload tender documents through the default CIG Procurement Portal they should first seek guidance from the user guide using the following link,

<https://in-tendhost.co.uk/adbprocurementnetwork/asp/BuyerProfiles>

or by clicking the "user guides" tab on the portal. Thereafter further guidance may be available through the Contact Officer.

If still not successful the Contact Officer will arrange a secure email tender account for the upload of documents. The Electronic Tender Account will send a confirmation of receipt email in response to your electronic submission and the time of upload will be used to confirm the date and time of upload. If you do not receive a confirmation of receipt email within five working days please contact the Contact Officer for this tender.

If offers do not comply with the approved formats they will be deemed non-compliant and may not be accepted.

Conflict of Interest Declaration

Tenderers must complete the Conflict of Interest Declaration form in Attachment 2 to disclose any potential or actual conflicts of interest that they may have or may be perceived to have, in respect of their responsibilities to the Principal and other parties should they be selected as the successful Tenderer. Where potential or actual conflicts of interests are identified, the Tenderer must specify how this will be managed in order to provide assurance that it will not adversely impact the performance of any services.

Further information or clarifications

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.

Any further information or clarification required by a Tenderer in relation to this RFT must be directed to the **Contact Officer**. Tenderers should note that to ensure no disadvantage to any tenderers, responses to questions pertaining to this RFT will be circulated to all those who have registered their interest.

Where the Principal considers that the competitive advantage of the individual Tenderer may be compromised by the distribution of responses to such requests for information and/or clarification to all Tenderers, the Principal reserves the right to issue such response(s) only to that particular Tenderer.

Any additional information relating to this RFT will be circulated to all registered Tenderers via the E-Government Procurement portal and emailed to all registered Tenderers as a Notice to Tenderers.

Details of questions and answers provided during the tender process will be logged in the Electronic Tender Account accessible by all registered tenderers.

Probity

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 committee, the Head of Agency, or any other member or organisation that may have an involvement with any aspect of the tender process.

Selection Process

All tenders received in the Tender Box and Electronic Tender Account by the closing date and time will be assessed on whether they have conformed to the Mandatory Conditions. Failure to comply with these conditions will result in immediate exclusion from the Evaluation process. All Tenders deemed compliant will then proceed to the evaluation stage.

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Attachment 3.

From the RFT process a short-list of three (3) contractors will be identified. The most preferred Tenderer, being the highest ranked on the short-list, will be offered the Stage 1 Contract for the Construction Consultant services. The stage 2 contract will only be awarded if/when the objectives of the stage 1 contract are achieved. If the contractor is not performing well, CIIC reserves the right to negotiate the delivery of the Stage 2 contract with the next short-listed preferred Tenderer.

Notification of Acceptance

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

Unsuccessful tenderers shall be notified in writing by the Principal or their representative within ten (10) working days of acceptance of the successful tender.

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.

When the preferred Tenderer has been identified, the Principal will invite the Tenderer to enter into negotiations based on the draft contract in Attachment 4 to this RFT. Only when both parties have agreed to the terms of the contract and executed the contract, will the Principal formally issue a Letter of Acceptance to the successful Tenderer.

The successful Tenderer will be notified by the Principal or their representative in writing on a date yet to be confirmed, but within sixty (60) working days from the Closing Date of the tender.

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

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

Tenderers are entitled to the release of their evaluation report on request. Any requests for evaluation reports of other tenders must be processed under the Official Information Act 2009.

Tenderers have the right to make a complaint and may do so under the complaints process of the Cook Islands Government Purchase and Sale of Goods and Services Policy.

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

- Invite all Tenderers to provide additional information; and/or
- Re-advertise the RFT and extend the closing date of the Tender. Tenderers may either resubmit their tender or provide additional information to support their existing Tender already received by the Principal

At the conclusion of the tender process the outcome will be published on the procurement website showing the names of the successful Tenderer.

Confidentiality

Tenderers should mark their tenders "Commercial - In Confidence" if they wish to protect specific information

The RFT process and all information and communications in respect of it are confidential to CIIC and those involved in the evaluation process i.e. Tender Assessment Panel and Tender Committee.

Drawings, Specifications, Schedules and written technical information supplied to Tenderers shall not be used for purposes other than the preparation of a Tender without the approval of the Principal. Information submitted by

a Tenderer shall be regarded as confidential and shall not be disclosed to a third party except with the prior written agreement of the Tenderer.

Non-Resident Tenderer

In order for foreign companies to carry out business in the Cook Islands, an application for, and approval, must be sought from the Business Trade Investment Board (BTIB). Any fees associated with the registration are to be covered by the Tenderer. Tenderers should inform themselves of the registration process and confirm in their Tender that they are willing to register once a Letter of Acceptance is issued. Information can be found at www.btib.gov.ck.

Mandatory Conditions

All tenders must conform to the Mandatory Conditions below. Any tender that fails to comply with one or more of the mandatory requirements will be deemed non-compliant and will be excluded from the evaluation process. Mandatory Conditions below are also reflected in Attachment 3 – Evaluation Criteria.

1. Tenders must be completed in the format contained in Attachment 2 of this RFT. If offers do not comply with the format contained in Attachment 2, they will be deemed non-compliant and may not be accepted.
2. Tenders must be deposited in the required form in the Tender Box or the Electronic Tender Account by the closing time as specified in this RFT.
3. All tenders and related documentation in respect of this RFT may be presented in the English or Maori language. Tenders presented in Maori or any other language must be provided with an English translation.
4. Tenderers must tender to provide services or supply materials for the whole of the works/goods/services as specified in the Scope of Works for both Stage 1 and Stage 2.
5. Tenders must be presented in electronic copy format as specified in this RFT. Telefax tenders will not be accepted.
6. All prices quoted must be landed inclusive of freight and relevant charges to the final point of delivery.
7. All prices must be in New Zealand dollars.

ATTACHMENT 1 – SCOPE OF WORKS

Proposed Rebuild

Nukutere College is a private Catholic school funded through church community and fundraising efforts. The College caters for Years 7 to 11 (up to NCEA Level 1). The College roll in 2017 was 170, with an average of 34 students per Year group.

In 2013 Nukutere College suffered an arson attack which claimed an entire classroom building comprising of four (4) classrooms and a science laboratory. This particular building was constructed in 2006 after a previous fire destroyed an equivalently sized classroom block. The building constructed in 2006 was funded by New Zealand Aid as part of the Cook Islands Schools Refurbishment Project.

Since the 2013 fire the College has accommodated its students in temporary classrooms. A significant part of the delay was due to the expiry of the land lease for the school property. This has since been resolved with the Cook Islands Government taking the land by warrant, and on-leasing it to the school.

The Nukutere College Rebuild Project proposes one new building comprising of three (3) classrooms and one (1) science lab, covering a footprint of approximately 460m². The new building includes associated plumbing (water, gas, drainage, sanitation), electrical, and data communications services. The rooms will each contain resource storage units, and work benches in the science lab.

Key Dates

Issue of RFT	23 th November 2018
Deadline for submission of tenders to RFT:	<u>4 pm Friday 14th December 2018 (CI Time)</u>
Construction Consultant Service Contract award	January 2019
Design with Costs finalised	Mid February 2019
Proposed Construction Award and Commencement	March 2019
Building Handover for Occupancy	July 2019
Defects Liability Period (52 weeks)	July 2020

Summary of Scope of Works

This scope statement covers two (2) contract stages. Tenderers must tender for both stages.

Stage 1 will involve providing design development, construction planning and value engineering advice and support to the CIIC Design Team to produce optimised designs to fit within the budget ceiling. Stage 2 covers the construction work including construction management related activities. The total construction budget is \$700,000.

The preferred Contractor selected following the tender evaluation process will be offered a contract for Stage 1 only. Subject to achieving the objectives of the Stage 1 contract, and only when a fair lump-sum price has been offered and accepted, will CIIC offer the Stage 2 contract to the Contractor. CIIC reserves the right to negotiate

the stage 2 contract with the next preferred Contractor if a fair lump-sum price has not been agreed with the Contractor of the stage 1 works.

Description of Stage 1 Construction Consultancy Services

Objective

The Contractor will be engaged as a Construction Consultant to offer buildability, value engineering and design optimisation advice and services to the CIIC Design Team. Collectively, the Construction Consultant and CIIC will produce optimised construction designs and specifications that meet the user requirements and fit within the available budget.

Scope of Services

Specifically, the Construction Consultant will offer the following services over a 4-6 week period:

1. Review concept designs including site plans, floor plans, elevations, window and door schedules;
2. Provide/recommend design and material selection options for all trades (building, plumbing, electrical, data and communications, etc.) taking into account availability and cost of materials, buildability, and durability;
3. Provide detailed sketches of final/confirmed design solutions to CIIC to include in the construction design package;
4. Review final construction design package and specifications prepared by CIIC Design Team for completeness;
5. Provide detailed material and labour schedule, and delivery programme; and
6. Offer a lump-sum price to complete the works according to the design package and specifications, and delivery programme.

Description of Stage 2 Construction Works

Objective

The Building Contractor will complete the works according to the final design package and specifications, and delivery programme.

Scope of Services

Unless otherwise noted in the design package and specifications, the scope of the Construction Works contract will include the following:

1. Implementing site safety and traffic management procedures;
2. Purchasing and delivering of all materials to the site, and ensuring materials remain secure throughout the project duration;
3. Supply of water, construction power, fuels and lubricants (if required);
4. Provision of all tools, equipment, plant and operators, labour and certified tradesmen;
5. Settling all costs, whether direct or indirect, in respect of travel, accommodation, meals, daily allowances wages and/or salaries for the Tenderer and Tenderer's employees, agents and/or sub-contractors;
6. Provision of weekly progress reports to the Client on work completed and work yet to be completed, and attending weekly site meetings;
7. Transfer of all product warranties to the Client at practical completion;

ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED

Instructions

1. Tenderers must complete and submit all of the following forms in the formats provided in this Attachment:

- A1 – Tender Form
- A2 – Conflict of Interest Declaration
- A3 – Completed Schedule of Prices
- A4 – Proposed Supply Chain
- A5 – List of Referees you may contact in relation to this offer.

2. Tenderers must also submit a company profile outlining relevant Main Contractors relevant experience, resources, and qualifications/experience of key personnel. The profile and key personnel details must not exceed total of five (5) A4 pages.

3. Tenderers who fail to supply all of the items listed in above will be deemed non-compliant and will be excluded from the tender evaluation process.

A1 – Form of Tender**Cook Islands Investment Corporation****Avarua, Rarotonga****PO Box 51**

Tender For:	Nukutere College Rebuild Project Project
Tenderer:	[Name of Tenderer]

Having examined the Tender Documents in relation to Tender Reference No. CK181909 and dated 23/11/18, released by Cook Islands Investment Corporation (CIIC), we submit the following offer.

We offer to provide the Stage 1 Construction Consultant services in conformity with these Tender Documents for the sum of [insert the price offered in text with the value in numbers thus (NZD\$ _____.)] stated exclusive of Value Added Tax.

We offer to complete, handover to the Principal and remedy defects in the whole of the said Stage 2 Construction Works in conformity with these Tender Documents for a fixed Main Contractor's off-site overhead and profit fee of [insert the price offered in text with the value in numbers thus (NZD\$ _____.)] stated exclusive of Value Added Tax, together with such other sums as may be ascertained in accordance with the Contract.

We acknowledge receipt of Notices _____ to _____.

We **agree/do not agree** to the Contract Forms in Attachment 4 of the said tender and do not propose any amendments.

We undertake to complete and handover of the **whole** of the Contract Works/Goods/Services within the key dates stated in Attachment 1.

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 accepted 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.

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

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.

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.

We provide the following information required to be submitted with this Tender:

- A2 – Conflict of Interest Declaration

- A3 – Completed Schedule of Prices
- A4 – Proposed Supply Chain
- A5 – List of Referees you may contact in relation to this offer.
- Company profile and key personnel details.

If the tenderer is unable to agree to any clauses included in the Conditions to the Contract, it must set out in a table form the clause reference, reason why the tenderer cannot accept it and proposed alternative wording.

Tenderers details:

Tenderers full name:

Tenderers trading name (if Company):

Contact person (if Company):

Postal address:

Physical address:

Phone number:

Mobile:

Email address:

Signature

Date

Full Name

Position (if Company)

A2 – Conflict of Interest Declaration

A conflict of interest arises if you or a close family member has an interest e.g. is a board or committee member or is employed in a senior position in the Government agency that wants to purchase the goods or services relating to this tender process.

In submitting this tender bid I declare:

- I understand that an actual, potential or perceived conflict of interest may arise in participating in this tender process and that I am obliged to declare any such conflict of interest.
- I confirm that in submitting this information that I have either declared any potential conflicts of interest or that I am not aware of any situation or issue that would conflict with the interest of the Principal.
- If a conflict of interest arises at any time before the selected Tenderer has been awarded, I will advise the Contact Officer or the Principal immediately.
- I have personally completed this declaration on behalf of the Tenderer(s) and declare that the submitted tender bid provided are true and correct.

I declare that I have a potential conflict of interest as follows:

I will manage this conflict of interest by:

Declared by:

Signature

Date

Full Name

Position (if Company)

A3 – Completed Schedule of Prices

<u>Stage 1 Consultancy Services Fixed Price</u>			
A total fixed price will be paid for all costs associated with completing the Stage 1 Scope of Services described in Attachment 1.			
Total Consultancy Services Fixed Price	<i>Total exclusive of VAT</i> \$	<i>VAT amount</i> \$	<i>Total inclusive of VAT</i> \$
<u>Stage 2 Main Contractor's off-site overheads and profit margin</u>			
A total lump-sum price for Stage 2 will be confirmed following completion of the designs and specifications under the stage 1 contract. The total lump-sum price will include two (2) cost components:			
<ul style="list-style-type: none"> • Component 1 - all costs for <i>on-site construction activities</i> • Component 2 - a fixed fee for the <i>Main Contractor's off-site overheads and profits</i>. 			
For the purpose of this RFT <i>on-site construction activities</i> include cost associated with the purchase & delivering of all materials, labour, plant, equipment, onsite construction management, site safety and traffic management procedures, site consumables i.e. water, power, etc., subcontracted specialist trades, and applicable building permits. All other costs, whether direct or indirect, are considered to be part of the <i>Main Contractor's off-site overheads and profits</i> .			
The <i>Main Contractor's off-site overheads and profits</i> will remain fixed for acceptance and throughout the duration of the stage 2 contract.			
Total fixed fee for the Main Contractor's off-site overheads and profits.	<i>Total fixed fee exclusive of VAT</i> \$	<i>VAT amount</i> \$	<i>Total inclusive of VAT</i> \$

A4 – Proposed Supply Chain

[Tenderers are to submit individual forms based on this template, for its proposed suppliers and subcontractors.]

Supplier or Subcontractor details:

Subcontractors full name:

Subcontractor s trading name (if Company):

Contact person (if Company):

Postal address:

Physical address:

Phone number:

Mobile:

Email address:

Works/Skills to be performed:

Educational/Technical Qualifications:

Work Experience:

Potential or Actual Conflicts of Interest:

A5 – List of Referees who may be Contacted

[Tenderers **must** provide details for two (2) Referees]

Name: _____

Company: _____

Address: _____

E-mail Address: _____

Phone No.: _____

Facsimile No.: _____

Nature of Relationship with _____

Tenderer: _____

Name: _____

Company: _____

Address: _____

E-mail Address: _____

Phone No.: _____

Facsimile No.: _____

Nature of Relationship with _____

Tenderer: _____

ATTACHMENT 3 – EVALUATION CRITERIA

Tenders will be assessed by an Evaluation Committee convened by CIIC, against the criteria outlined below.

CIIC reserves the right to clarify or request additional information from any Tenderer before accepting any tender.

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

Mandatory Conditions

Tenders must pass all of the following requirements. Tenders that do not meet one or more of these conditions are deemed non-compliant and will not be considered.

Criterion	Complies Yes or No
1. Tender must be completed in the format contained in Attachment 2 of the RFT.	
2. Tenders must be deposited in the Electronic Tender Account by the closing time specified in the RFT	
3. Proposal and related documentation must be in the English language or translated into English.	
4. Tenderers must tender to provide the whole of the works/goods/services for Stages 1 and Stage 2 as specified in this RFT.	
5. Tenders must be presented in electronic format only as specified in this RFT.	
6. All prices quoted must be landed inclusive of freight and relevant charges to final point of delivery.	
7. All prices must be in NZ dollars	

Evaluation Criteria

A Weighted Criteria methodology will apply to the evaluation of this RFT as follows:

Criteria	Weight %
<u>Non-Price Criteria</u>	
1. Locally established company and locally supplied resources (labour and/or materials)	5
2. Acceptance of the contract terms	5
3. Main Contractor and key personnel's relevant and technical skills & track record	20
4. Competent and resourceful supply chain (materials, specialist trades, plant, etc.)	20
<u>Total Non-Price Elements</u>	50
Prices offered for stages 1 and 2.	50
TOTAL WEIGHTING	100

Risk

The 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.

ATTACHMENT 4 – CONTRACT CONDITIONS

There are two (2) contracts to be applied to this RFT, as follows:

- 4.1 Contract for the Engagement of a Consultant
- 4.2 NEC4 Engineering and Construction Short Contract

4.1 Contract for the Engagement of a Consultant

The Cook Islands Government Standard **Contract for the Engagement of a Consultant** applies to the Stage 1 Construction Consultancy Services. Tenderers can access this standard Condition for a Consultancy Agreement form online using the following url:

<http://procurement.gov.ck/wp-content/uploads/2016/10/Conditions-for-a-Consultancy-Agreement.pdf>



Schedule

Government: Her Majesty the Queen in right of the government of the Cook Islands acting by and through the Cook Islands Investment Corporation

Signed: _____

Name: Tamarii Tutangata

Position: Chief Executive Officer

Date:

Consultant: [insert details]

Signed: _____

Name: [insert details]

Position: [insert details]

Date:

Project: Nukutere College Rebuild Project

Location: Avarua, Rarotonga

Scope and Nature of the Services: The scope of the services to be implemented by the Consultant is described in Request for Tender - Nukutere College Rebuild Project, Attachment 1- Scope of Works.

Programme for the Services: Commencement – 31 January 2019

Completion – 27 March 2019

Fees and Timing of Payments: Fees and Timing of Payments will be assessed on a monthly basis for works completed. Payments and progress payments will be made within three (3) weeks of the day of assessment.

Insurance: Nil

Contact Person: Government Contact: Eusenio Fatialofa

Supplier Contact: [insert details]

Key Personnel: [insert details]

Special Conditions: [insert details]

TERMS AND CONDITIONS FOR THE ENGAGEMENT OF A CONSULTANT

Her Majesty the Queen acting by and through the Cook Islands Investment Corporation (the "CIIC") agrees to engage the Consultant and the Consultant agrees to provide the Services described in the Schedule on the following conditions:

1. **Application:** These terms and conditions supersede any contrary provisions in any previous agreements between parties, written or otherwise. No right under these terms shall be deemed to be waived except by notice in writing by each party. In the event that any one or more of the provisions contained in these conditions are declared invalid by order, decree or judgment of any Court of competent jurisdiction, these conditions are to be read as if such provision had not been inserted.
2. **Services:** The Consultant shall perform the Services as described in the attached Schedule in accordance with any requirements set out in these terms and conditions and/or in the Schedule. The time of performance of the Services is a fundamental element of these terms and conditions. The Consultant shall notify the CIIC in writing immediately when the Consultant becomes aware there may be a delay in the delivery of the Services. The CIIC is entitled to cancel these terms and conditions or change its specification (without incurring additional charges) if the Services are not supplied on the supply dates or times specified in the Schedule. Where the Consultant has the benefit of any warranties or covenants from a third party in respect of the Services, the Consultant shall disclose and assign the benefit of the warranties and/or covenants to the CIIC.
3. **Skill:** The Consultant shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in rendering the Services. The Consultant will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) Government policies, applicable in respect of the supply of the Services.
4. **Independent Judgment:** Where the Services require the Consultant to certify, decide or use discretion under a contract between the CIIC and a third party, the Consultant must act independently, and with professional skill and judgment, and according to the terms of the contract between the CIIC and the third party.
5. **Delay:** If at any time the Consultant's performance falls behind the programme set out in the Schedule then the Consultant shall notify the CIIC and, where the delays are due to matters within the control of the Consultant, shall take all practicable steps to remedy such delay.
6. **Variations:** The CIIC may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the CIIC or any other circumstance is or may give rise to a variation the Consultant shall notify the CIIC as soon as practicable.
7. **Payment:** The CIIC shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the Schedule. The prices stated in the Schedule are fixed unless there is a written agreement stipulating the price may be varied, when it may be varied and how the price is to be determined. The Consultant is not entitled to claim expenses, surcharges, margins or disbursements except if otherwise agreed in advance and in writing by the CIIC.
8. **Liability:** Where the Consultant breaches these terms and conditions, the Consultant is liable to the CIIC for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages or losses.
9. **Contribution to Loss:** If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.

10. **Indemnity:** The Consultant indemnifies the CIIC in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the CIIC and any other person claiming through the CIIC as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of the Consultant in the performance of its obligations under these terms and conditions. This indemnity survives the termination of these terms and conditions.
11. **Insurance:** The Consultant shall take out and maintain at its own cost, at all times during the continuance of these terms and conditions, such insurances as specified in the Schedule. All such insurance shall be on such terms and with such insurers as the CIIC may reasonably require. The Consultant shall, if requested by the CIIC, provide the CIIC with written evidence that all insurances are in force and shall produce, whenever reasonably required by the CIIC, the relevant policies and evidence of payment of the current premiums. If the Consultant fails to provide such evidence the CIIC may, after notifying the Consultant in writing, arrange or keep in force that insurance and may, for the purpose of doing so, pay the relevant premiums and deduct a corresponding amount from any moneys payable by CIIC to the Consultant under these terms and conditions.
12. **Intellectual Property:** "Intellectual Property" includes copyright, designs, drawings, specifications, reports, data and documentation. All Intellectual Property arising from the provision of the Services ("New IP") is owned by the CIIC and the Consultant shall co-operate with the CIIC (including by signing documents) to help the CIIC protect its rights in the New IP. To the extent that New IP incorporates or requires Intellectual Property arising outside of the provision of the Services ("Pre-existing IP"), the Consultant licences, or shall procure the licence to the Pre-existing IP for the CIIC on a perpetual, royalty-free basis. The Consultant warrants and represents to the CIIC that the New IP and the Pre-existing IP will not infringe the Intellectual Property rights of any third party.
13. **Termination:** The CIIC may, at its convenience, terminate all or part of the Services by 10 days' written notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Consultant may, in the event the CIIC is in material default, terminate these terms and conditions by 10 days' written notice to the CIIC. Any suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties. Further, the CIIC may terminate these terms and conditions immediately where, in the opinion of the CIIC, there has been serious misconduct by the Consultant. Serious misconduct includes, but is not limited to: bringing the CIIC into disrepute, where the Consultant, in the judgment of the CIIC, has engaged in corrupt or fraudulent practices in competing for or executing these terms and conditions, theft of property, offensive behaviour towards CIIC personnel, members of the public or contractors.
14. **Confidentiality:** The Consultant must keep confidential all information provided by the CIIC in relation to these terms and conditions and the provisions of the Services and not disclose the same without the written consent of the CIIC.
15. **Public Statements:** The Consultant must not make any public statements about the Services or these terms and conditions without the CIIC's written approval.
16. **General Warranties:** The Consultant represents, warrants and undertakes that:
 - a. it has full power, capacity and authority to execute, deliver and perform its obligations under these terms and conditions;
 - b. it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under these terms and conditions;
 - c. there are no existing agreements, undertakings or arrangements which prevent it from entering into these terms and conditions or which would impede the performance of its obligations under these terms and conditions;
 - d. it has not offered any inducement in connection with the entering into or negotiation of these terms and conditions; and

- e. it has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under these terms and conditions.
17. **Conflict:** The Consultant confirms it has no knowledge of any conflict of interest in providing the Services. If any conflict arises or has the potential to arise during the supply of the Services, the Consultant shall immediately inform the CIIC in writing and the CIIC will decide on the appropriate steps to be followed in such event, which may include the right of the CIIC to terminate these terms and conditions with immediate effect.
18. **Key Personnel:** The Key Personnel for the provision of the Services are as listed in the Schedule. Any change to the Key Personnel requires the written consent of the CIIC.
19. **Assignment:** The Consultant must not assign, transfer or subcontract all or part of its rights or obligations under these terms and conditions without the prior written consent of the CIIC's, such consent to be provided at the CIIC's absolute discretion.
20. **Law:** These terms and conditions are governed by the laws of the Cook Islands. The parties agree to submit to the exclusive jurisdiction of the High Court of the Cook Islands.

4.2 NEC4 Engineering and Construction Short Contract

The **NEC4 Engineering and Construction Short Contract** applies to the Stage 2 Construction Works. Tenderers can purchase a copy of this contract form from the NEC website. Tenderers can **view and request** a printed version of this contract form at the CIIC office during the RFT period, on appointment only. The appointment must be made by email to the Contact Officer.

The Tenderer can seek further information on NEC4 Contracts in the url links below:

<https://www.neccontract.com/>

<https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Engineering-Construction-Contract/NEC4-Engineering-and-Construction-Short-Contract>

<https://www.neccontract.com/NEC4-Products/NEC4-Training/NEC4-Introduction-to-the-Engineering-and-Construct>

The Tenderers Fees and Timing of Payments for both contracts will be assessed on a monthly basis for works completed. Payments and progress payments will be made within three (3) weeks of the day of assessment.

The Consultancy Agreement and NEC4 Engineering and Construction Short Contracts are provided below:

NEC4 Engineering and
Construction

Short Contract

A contract between

Cook Islands Investment Corporation
Avarua
Rarotonga
Cook Islands

and

[Empty box for second party name]

for

Nukutere College Rebuild Stage 1 physical works

Contract Forms

Contract Data

The Consultant's Offer and the Client's acceptance

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

The *Client* is

Name	Cook Islands Investment Corporation	
Address for communications	Takuvaive Rd PO Box 51 Avarua Rarotonga Cook Islands	
Address for electronic communications	eusenio.fatialofa@cookislands.gov.ck	
The <i>works</i> are	Construct a new building comprising of three (3) classrooms and one (1) science lab at Nukutere College, Vakatini Road, Avarua District.	
The <i>site</i> is	Nukutere College, Vakatini Road, Avarua District shown on drawing no. 102	
The <i>starting date</i> is	27 March 2019	
The <i>completion date</i> is	31 July 2019	
The <i>delay damages</i> are	NZD \$750	per day
The <i>period for reply</i> is	two	weeks
The <i>defects date</i> is	52	weeks after completion
The <i>defects correction period</i> is	four	weeks
The <i>assessment day</i> is the	First day	of each month
The <i>retention</i> is	5	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply.

The *Adjudicator* is

Name	To Be Determined (TBD)	
Address for communications		
Address for electronic communications		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

The minimum amount of cover in the insurance table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is

The conditions of contract are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Contract Data

The Contractor's Contract Data

The Contractor is

Name
Address for communications

Address for electronic communications

The fee percentage is %

The people rates are

Category of person	Unit	Rate

The published list of Equipment is

The percentage for adjustment for Equipment is % (state plus or minus)

The Contractor's Offer and Client's Acceptance

The *Contractor* offers to provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's Offer to Provide the Works*

Signed on behalf of the *Client*

Name

Position

Signature

Date

Scope

3 Specifications

Title	Date or Revision	Tick if publicly available
Specification for new building classrooms and science lab	28 February 2019	

4 Constraints on how the Contractor Provides the Works

Hours of Works & Noise

Work on site is restricted to:

Weekdays: 7am to 7pm

Saturdays: 8am to 5pm

Sundays: No Works

Public Holidays: No works are permitted Easter/Good Friday

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

The noise onsite is to be limited during school operation hours which are 8am to 3pm.

Scope

5 Requirements for the programme

A gannt chart is required to be submitted within 7 days of the Client’s Acceptance showing the start and finish dates of the Nukutere College Stage 1 Rebuild of the new building, comprising of three (3) classrooms and one (1) science lab and is to be update and submitted to the client for acceptance every 2 weeks thereafter until Completion.

**6
Services
and other
things
provided
by the
Client**

Item	Date by which it will be provided
Electricity, water	6 March 2019

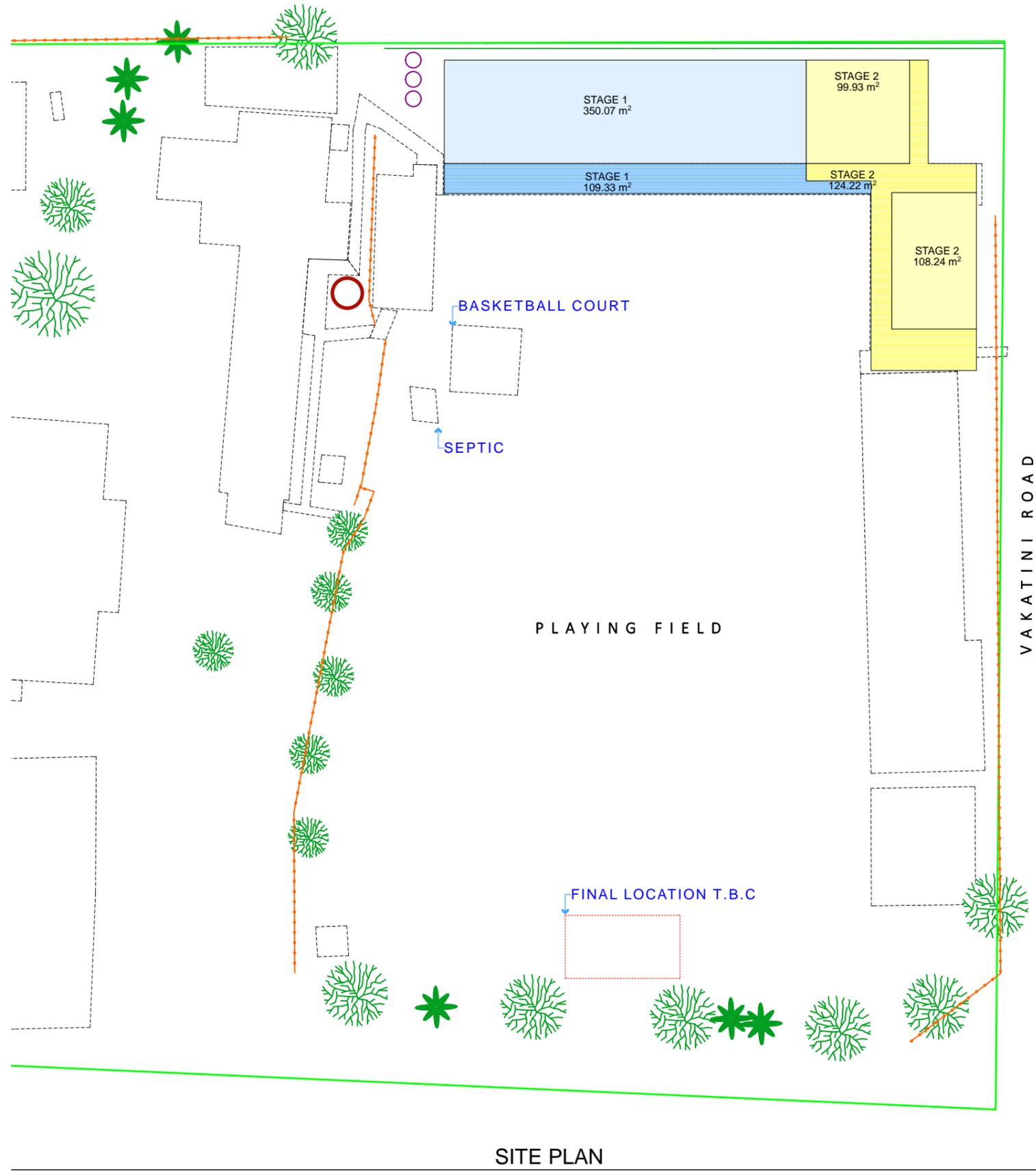
Site Information

No information on ground conditions is available.

Adjacent structures are identified on Drawing No. SP/130

ATTACHMENT 5 – CONCEPT DESIGN DRAWINGS

NUKUTERE COLLEGE STAGE 1 CONCEPT



LEGEND

- STAGE 1 BUILDING*
- STAGE 1 VERANDA/ACCESS
- STAGE 2 BUILDINGS*
- STAGE 2 VERANDA/ACCESS
- EXISTING STRUCTURES
- CLASSROOM TO BE RELOCATED
- EXISTING FENCE
- SITE BOUNDARY
- EXISTING WATER TANK

*STAGE 1 BUILDING - LAB & THREE (3) GENERAL LEARNING AREAS (460m²)

*STAGE 2 BUILDINGS - RESOURCE ROOM, TOILET BLOCK, ADMIN OFFICES (333m²)

GENERAL NOTES:

- °ALL DIMENSIONS AND LEVELS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- °ALL DIMENSIONS ARE IN MILLIMETRES (MM) UNLESS STATED OTHERWISE.
- °IF NOT TO SCALE, REFER TO DIMENSIONS SHOWN.
- °REFER TO SEWAGE & SANITATION REPORT FOR PROPOSED SEWAGE LAYOUT (TO BE PROVIDED BY PLUMBER/SUB-CONTRACTOR).
- °PLUMBING PLAN TO BE PRODUCED BY PLUMBER.
- °KITCHEN UNITS, CABINERY & JOINERY TO BE DESIGNED AND MANUFACTURED BY SUB-CONTRACTOR.
- °PAINT, STAIN AND DOOR & WINDOW JOINERY COLOURS TO BE CONFIRMED BY OWNER.

DRAWN BY:
COOK ISLANDS INVESTMENT CORPORATION - SPECIAL PROJECTS UNIT



FOR INFORMATION ONLY

REV **102**

SHEET TITLE: SITE PLAN

SCALE: AS SHOWN (AT A3)
REVISION #: B
ISSUED: 8/11/2018
PHONE: (+682) 23 139
EMAIL:

Client:
NUKUTERE COLLEGE

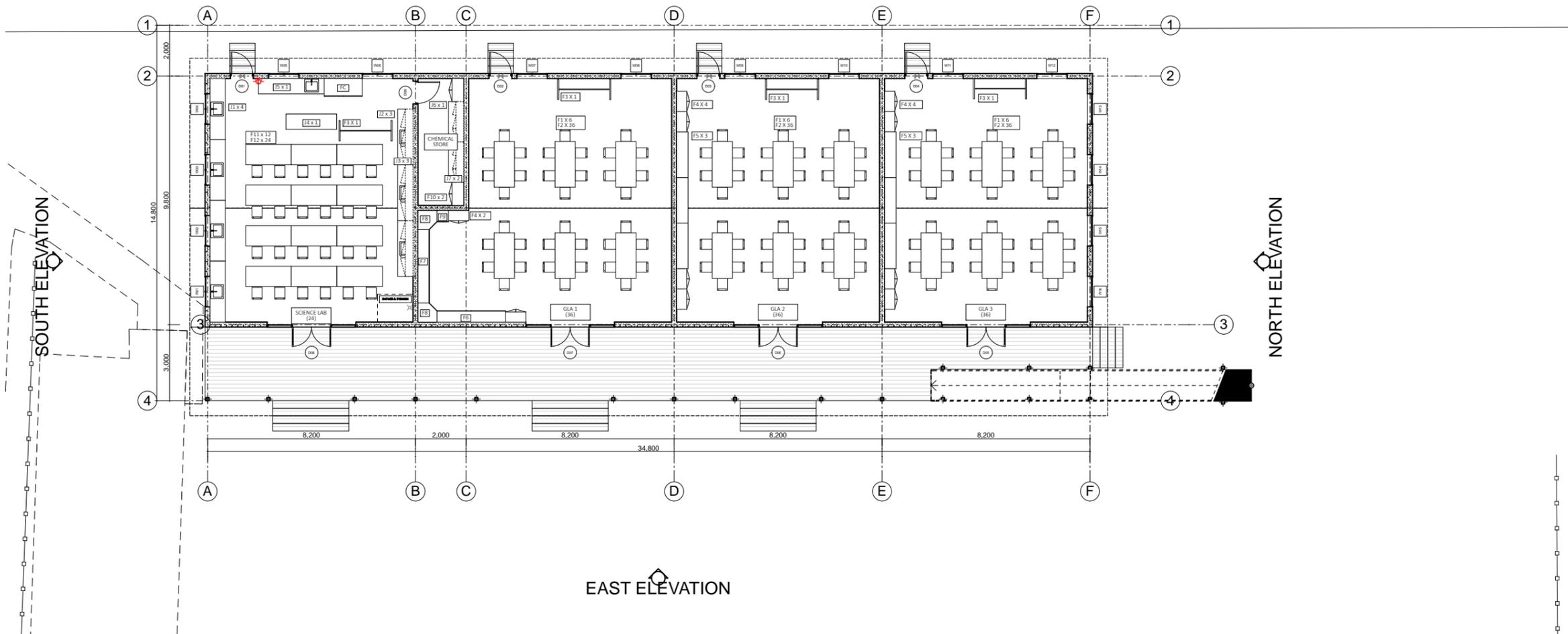
TUTAKIMOA
Rarotonga, Cook Islands

Project Name:
STAGE 1 DEVELOPMENT

SITE PLAN 1:500

WEST ELEVATION

SITE BOUNDARY



EAST ELEVATION

STAGE 1 - PROPOSED FLOOR PLAN

1:200

GENERAL NOTES:
 *ALL DIMENSIONS AND LEVELS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
 *ALL DIMENSIONS ARE IN MILLIMETRES (MM) UNLESS STATED OTHERWISE.
 *IF NOT TO SCALE, REFER TO DIMENSIONS SHOWN.
 *REFER TO SEWAGE & SANITATION REPORT FOR PROPOSED SEWAGE LAYOUT (TO BE PROVIDED BY PLUMBER/SUB-CONTRACTOR).
 *PLUMBING PLAN TO BE PRODUCED BY PLUMBER.
 *KITCHEN UNITS, CABINETS & JOINERY TO BE DESIGNED AND MANUFACTURED BY SUB-CONTRACTOR.
 *PAINT, STAIN AND DOOR & WINDOW JOINERY COLOURS TO BE CONFIRMED BY OWNER.

DRAWN BY:
 COOK ISLANDS INVESTMENT CORPORATION - SPECIAL PROJECTS UNIT



FOR INFORMATION ONLY

REV **103**

SHEET TITLE: STAGE 1 - PROPOSED FLOOR PLAN

SCALE: AS SHOWN (AT A3)
 REVISION #: B
 ISSUED: 8/11/2018
 PHONE: (+682) 23 139
 EMAIL:

Client: NUKUTERE COLLEGE

TUTAKIMOA
 Rarotonga, Cook Islands

Project Name: STAGE 1 DEVELOPMENT

FURNITURE SCHEDULE:

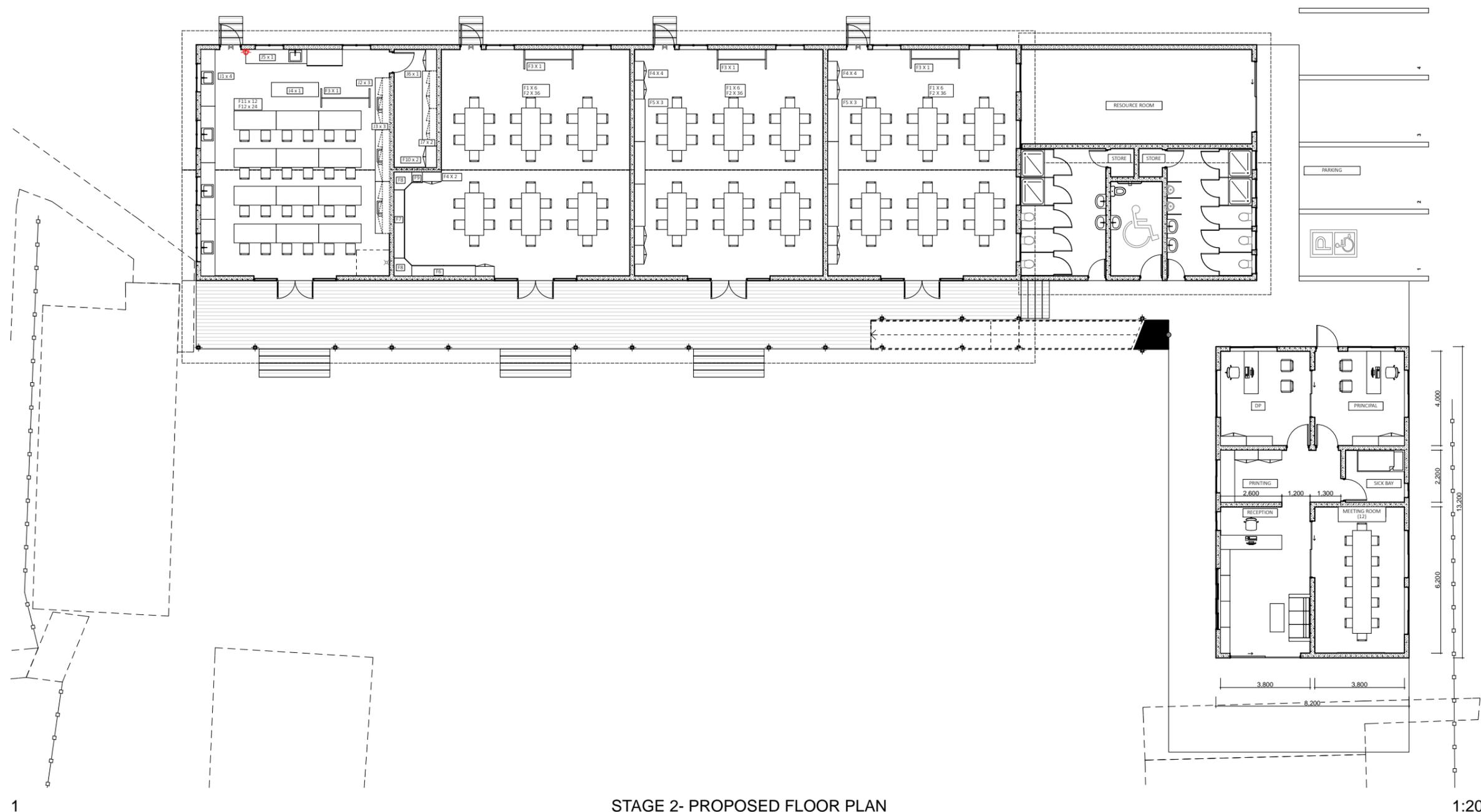
F1	FIESTA OFFICE DESK (1800w x 800d)
F2	LEXUS CLASSROOM CHAIR (450h)
F3	STRATA MOBILE WHITEBOARD (1800w x 1200h)
F4	SMART CUPBOARD 4-TIER (800w x 400d x 1720h)
F5	FIESTA 1800 CREDENZA (1800w x 450d x 900h)
F6	CUSTOM BENCH (2700w x 450d x 900h)
F7	CUSTOM BENCH (2900w x 450d x 900h)
F8	CUSTOM CORNER BENCH (750w x 750d x 900h)
F9	CUSTOM DRAWERS (450w x 450d x 900h)
F10	METAL STATIONERY CABINET (910w x 400d x 1830h)
F11	LAB BENCH (1200w x 600d x 890h)
F12	TITAN STOOL (650h)

JOINERY SCHEDULE:

J1	CUSTOM BENCH (2400w x 600d x 900h)
J2	CUSTOM BENCH (2200w x 600d x 900h)
J3	OVERHEAD CUPBOARD (2200w x 300d x 750h)
J4	CUSTOM BENCH (2000w x 600d x 900h)
J5	CUSTOM BENCH (2600w x 600d x 900h)
J6	CUSTOM BENCH (3180w x 600d x 900h)
J7	OVERHEAD CUPBOARD (1590w x 300d x 750h)

GENERAL NOTES:

- °ALL DIMENSIONS AND LEVELS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- °ALL DIMENSIONS ARE IN MILLIMETRES (MM) UNLESS STATED OTHERWISE.
- °IF NOT TO SCALE, REFER TO DIMENSIONS SHOWN.
- °REFER TO SEWAGE & SANITATION REPORT FOR PROPOSED SEWAGE LAYOUT (TO BE PROVIDED BY PLUMBER/SUB-CONTRACTOR).
- °PLUMBING PLAN TO BE PRODUCED BY PLUMBER.
- °KITCHEN UNITS, CABINERY & JOINERY TO BE DESIGNED AND MANUFACTURED BY SUB-CONTRACTOR.
- °PAINT, STAIN AND DOOR & WINDOW JOINERY COLOURS TO BE CONFIRMED BY OWNER.



DRAWN BY:
 COOK ISLANDS INVESTMENT CORPORATION -
 SPECIAL PROJECTS UNIT



FOR INFORMATION ONLY

REV **104**

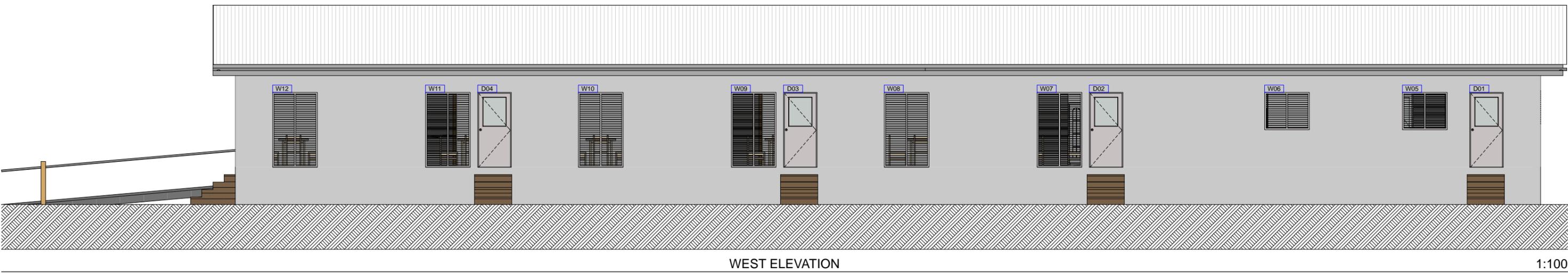
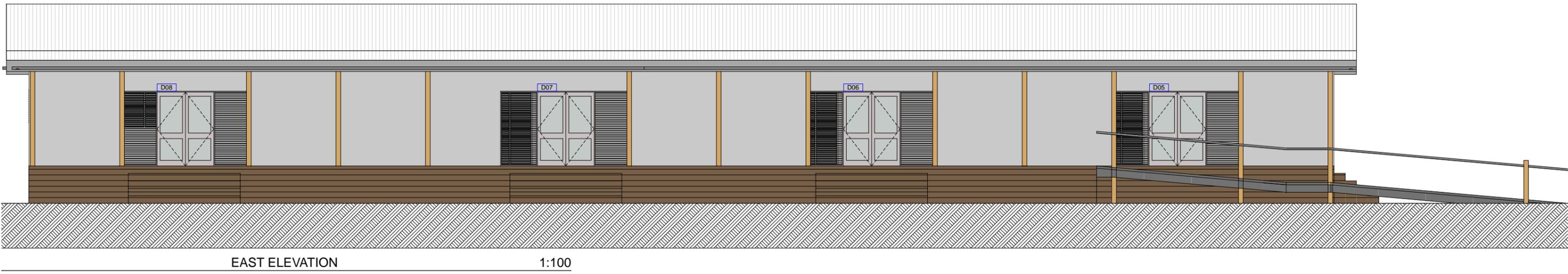
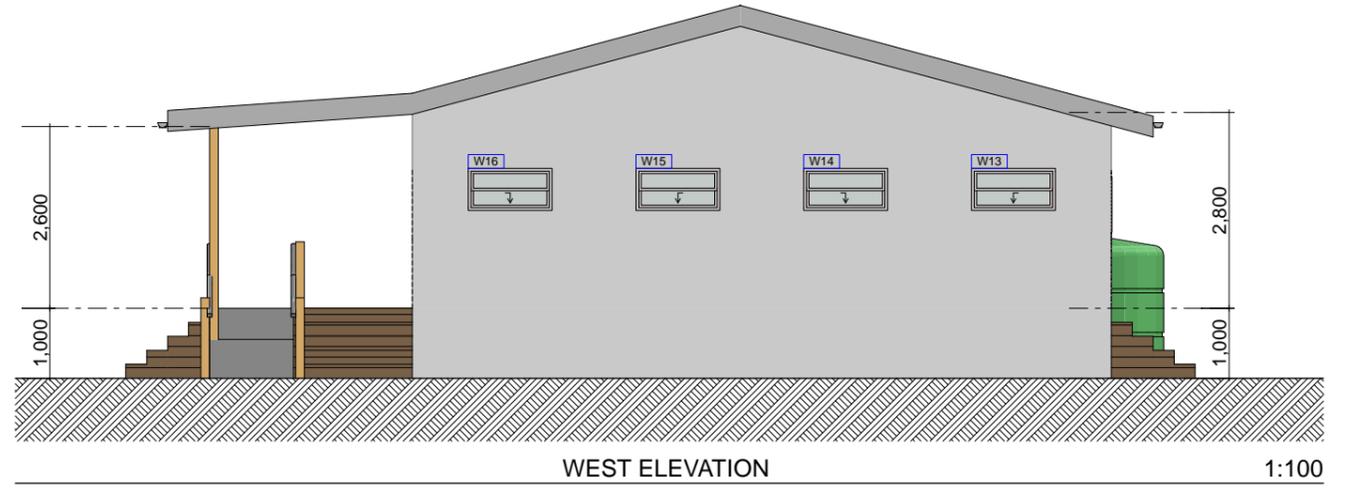
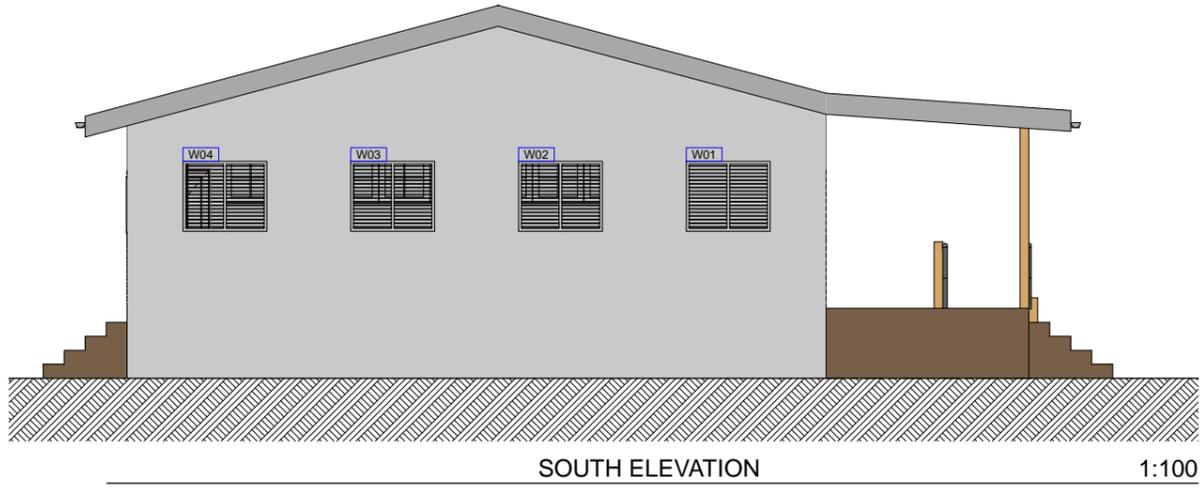
SHEET TITLE: STAGE 2 - PROPOSED
 FLOOR PLAN

SCALE: AS SHOWN (AT A3)
 REVISION #: B
 ISSUED: 8/11/2018
 PHONE: (+682) 23 139
 EMAIL:

Client:
 NUKUTERE COLLEGE

TUTAKIMOA
 Rarotonga, Cook Islands

Project Name:
STAGE 1 DEVELOPMENT



Door & window ID	D01	D02	D03	D04	D05	D06	D07	D08	D09	W01	W02	W03	W04
Description	Singe hinge door	Singe hinge door	Singe hinge door	Singe hinge door	Double door with louver sidelights.	Singe hinge door	2-bay louver windows	2-bay louver windows	2-bay louver windows	2-bay louver windows			
W x H Size	900x2,000	900x2,000	900x2,000	900x2,000	3,500x2,000	3,500x2,000	3,500x2,000	3,500x2,000	900x2,000	1,200x1,000	1,200x1,000	1,200x1,000	1,200x1,000
Sill height	0	0	0	0	0	0	0	0	0	1000	1000	1000	1000
2D Symbol													
View from Side Opposite to Opening Side													
Frame	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium
Fill	Aluminium panel & clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Aluminium panel & clear glass	Clear glass	Clear glass	Clear glass	Clear glass			
Type	1	1	1	1	2	2	2	2	1	1	1	1	1

Door & window ID	W05	W06	W07	W08	W09	W10	W11	W12	W13	W14	W15	W16
Description	2-bay louver windows	2-bay louver windows	2-bay louver windows (floor to ceiling)	Awning window	Awning window	Awning window	Awning window					
W x H Size	1,200x1,000	1,200x1,000	1,200x2,000	1,200x2,000	1,200x2,000	1,200x2,000	1,200x2,000	1,200x2,000	1,200x600	1,200x600	1,200x600	1,200x600
Sill height	1000	1000	0	0	0	0	0	0	2400	2400	2400	2400
2D Symbol												
View from Side Opposite to Opening Side												
Frame	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium	Aluminium
Fill	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass	Clear glass
Type	1	1	2	2	2	2	2	2	3	3	3	3

DOOR SCHEDULE	
TYPE	QTY
1	5
2	4
	9

WINDOW SCHEDULE	
TYPE	QTY
1	6
2	6
3	4
	16