**Request for Tender**



Cook Islands Cable Landing Station (CLS)

|  |  |
| --- | --- |
| Reference No: | CK181920 |
| Date of Release: | 15, March, 2019 |

Avaroa Cables Limited

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

Contact Officer

Ranulf Scarbrough, Chief Executive Officer

Email: [ranulf.scarbrough@cookislands.gov.ck](mailto:ranulf.scarbrough@cookislands.gov.ck)

TENDER CLOSING TIME: 3:00pm (CI Time) 5, April, 2019

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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> |
| Manual | The Cook Islands Government Financial Policies and Procedures manual |
| Policy | The Cook Islands Government Purchase and Sale of Goods and Services Policy |
| Principal | Avaroa Cables Limited |
| 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. |

# INTRODUCTION

## Summary of Requirements

Through this Request for Tender (RFT) the Principal wishes to implement the Cook Islands Cable Landing Station (CLS) project. This RFT is for the design, construction and turnkey delivery of the Cook Islands Cable Landing Station (“System”) in accordance with the attached Draft Contract, Attachment 4 and the Technical Specification, Attachment 1.

The whole COOK ISLANDS CLS is described in Attachment 1 of this RFT.

In order to base its proposal and quotation on reliable evidence, the Tenderer may, prior to the submission of its offer, wish to conduct a survey of the route, landings and stations at its own expenses in order to evaluate the quantity and type of quoted items, the work to be done, its difficulty and determine the most appropriate procedures, methods and tools.

The Principal can assist the Tenderer by providing all the available information, in answering questionnaires, and/or arranging the visits. Site visits and questions should be directed to the contact officer identified below. It is the tenderers responsibility to carry out any site visits in order to assess the true costs to complete the project where necessary.

# CONDITIONS OF TENDERING

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

## Contact Officer

The Contact Officer for this tender is:

**Name of Person:** Ranulf Scarbrough **Title:** Chief Executive Officer **Address:** PO Box 51, Avarua, Rarotonga **E-mail:** [**ranulf.scarbrough@cookislands.gov.ck**](mailto:ranulf.scarbrough@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/aspx/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** |
| 83112200 | Enhanced telecommunications services |

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

Should there be any issues registering please advise 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 or in the tender box specified by the following deadline, or they will not be considered:

**Tender Closing Time and Date: 3.00pm (CI Time) Friday 5th April 2019**

It is the Tenderer’s responsibility to ensure that their tender reaches the Tender Box located at **Cook Islands Investment Corporation building located on level one (1) of the MFEM Building,** and/or posted to the Electronic Tender Account (<https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home>), by the specified closing date and time.

Late tenders will not be accepted.

## Submission of Tender

The cost of preparing and submitting the Tender shall be borne by the Tenderer.

It is the tenderer’s responsibility to carry out any site visits in order to assess the true costs to complete the project where necessary.

The Principal may vary the Tender Specifications 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 Tender Specifications are varied.

Tenders shall be submitted in either hard copy or electronic copy, as specified below only.

Telefax tenders will not be accepted.

### Hard Copy Submission:

Original hard copy tenders shall be packaged and labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside:

* Avaroa Cables Limited
* Cook Islands Cable Landing Station – CK181920
* **Tender Closing Time and Date: 3.00pm (CI Time) Friday 5h April 2019**

Hard copy tenders must be placed in the Tender Box located at the **Cook Islands Investment Corporation building located on level one (1) of the MFEM Building** and submitted 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.

### Electronic Copy Submission:

Electronic copy 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/aspx/Home>). The title and reference number of this document is the tender identifier.

The tender form shall be submitted in Microsoft Word format. 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 supplier 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/aspx/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 suppliers 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 team members, the CEO or directors, 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/or 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.

To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask the Tenderer for clarification of its Tender. The request for clarification and the response shall be in writing.

## 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

The Tenderer shall treat as confidential, and as the proprietary information of the Principal, any information whatsoever concerning this tender or provided by the Principal (whether orally or in writing), including the fact that this tender has been issued by Principal and received by the Tenderer, and shall not disclose or divulge to any third party, or use for any purpose other than the purposes of the Tender, any such information without the prior written agreement of the Purchaser.

No publicity relating to this RFT or to the acceptance of any tender shall be released by the Tenderer for publication in any newspaper, magazine, journal or any other medium without the prior written approval of the Principal.

Without prejudice to any prior obligations of confidentiality it may have, the Tenderer shall ensure that no publicity, relating to the Contract, shall take place without the prior written agreement of the Principal.

## 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](http://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 as specified in the Tender Specifications.
5. Tenders must be presented in hard copy format and/or 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.

# SPECIAL CONDITIONS

1. Tenderers may submit an alternative tender however this must be accompanied by a fully compliant tender.
2. Tenderers are also required to complete the Statement of Non-compliance in Attachment 1 – A7 Statement of Non-Compliance. Any item not included in the non-compliance table shall be considered.

# ATTACHMENT 1 – TENDER SPECIFICATION REQUIREMENTS

## Tender Specifications

[Refer to Attachment 1 - Tender Specification Requirements]

# 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 Subcontractors *(if applicable)*
* A5 – Plans of Work
* A6 – List of Referees you may contact in relation to this offer.
* A7 - Statement of non-compliance
* A8 - Demonstration of capability of the Tenderer.
* A9 – Origin of Equipment/Materials/Services

2. 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.

3. Alternative Offer(s)

In addition to the “Main Tender” complying with the requirements of this ITT, the Tenderer may also submit “Alternative Offer(s)” which, while meeting the general intent of the Purchaser, differ from the principal commercial or technical provisions herein described.

Such Alternative Offer(s) shall:

* Be presented as a separate annex to the Main Tender,
* Provide an equivalent level of information to that required for the Main Tender, and
* Describe clearly the differences and benefits versus the Main Tender.

Such Alternative Offer may also consist in modifications or amendments to the Technical Specification, which, in the opinion of the Tenderer, could improve any aspect of the System.

## A1 – Form of Tender

**Avaroa Cables Limited   
C/- Cook Islands Investment Corporation   
PO Box 51  
Avarua  
COOK ISLANDS**

**Attn: CEO Ranulf Scarbrough (ranulf.scarbrough@cookislands.gov.ck)**

|  |  |
| --- | --- |
| **Tender For:** | [Name of Project] |
| **Supplier:** | [Name of supplier] |

Having examined the Tender Documents in relation to Tender Reference No. \_\_\_\_\_\_\_\_ and dated \_\_/\_\_/\_\_ , released by [insert the title of the Principal or tendering agency], we submit the following offer.

We offer to complete, handover to the Principal and remedy defects in the whole of the said Tender Specifications 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, 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 Terms and Conditions of the Purchase Agreement in Attachment 4 of the said tender and do not propose any amendments.

We undertake to complete and handover of the **whole/parts** of the Contract Works/Goods/Services within the period stated in the Conditions of Tendering.

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 Subcontractors *(if applicable)*
* A5 – Plans of Work
* A6 – List of Referees you may contact in relation to this offer
* A7 - Statement of non-compliance
* A8 - Demonstration of capability of the Tenderer.
* A9 – Origin of Equipment/Materials/Services

*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 as per A7, with 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 supplier has been awarded, I will advise the Contact Officer or the Principal immediately.
* I have personally completed this declaration on behalf of the Supplier(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

**Price Schedules shall be provided in MS Excel format refer to separate attachment “Schedule of Prices”**

A Schedule of Prices must be included and must clearly show the VAT exclusive amount, the VAT amount and the total inclusive VAT amount.

The Tenderer shall provide separately in its Price Schedules estimated amounts of custom duties and taxes (including VAT and alike) which might have to be paid by the Purchaser.

The Tenderer shall provide Price Schedules showing a detailed breakdown of its tendered price for the System and the Work, based on fixed prices.

The documentation shall be fully indexed and labelled with a full contents list identifying the directory/sub-directory any document (file) is provided, include hypertext linking where appropriate and not have security features implemented.

# 

## A4 – Proposed Subcontractors (if applicable)

The Tenderer shall provide a limited list of all the sub-contractors it intends to use for any work resulting from a successful Tender. The list shall clarify for which part of the Work each sub-contractor is planned to be used. No more than five sub-contractors shall be proposed for any part of the Work. Any change either before or after the Contract signature to the list shall need prior written consent of the Purchaser.

|  |  |
| --- | --- |
| **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 – Proposed Plans of Work

The Tenderer shall provide detailed Plan(s) of Work (in pdf format) showing how they will organize activities to meet the Completion Date.

Plan(s) of Work shall be constructed using the following rules:

a. The Plan of Work shall be in the form of a weekly Gantt chart that includes planned start- and end-dates.

b. The Plan of Work shall commence from the target date of the Coming into Force of the Contract and shall include all the activities necessary to complete the execution of the Contract.

c. The Tenderer shall indicate the latest dates when Purchaser’s activities need to be completed (in particular, if the under Purchaser responsibility):

* Construction of concrete bases, station earth, vaults,
* Permits in principle availability.

d. The Plan of Work shall be constructed using the following main tasks:

* Contract coming into force
* Survey activities (if any)
* Manufacture of CLS
* Purchase of equipment and installation
* FAT of CLS
* Installation of CLS base (concrete, etc..)
* On site CLS installation
* On-site and commissioning test periods up to Provisional Acceptance
* Training sessions
* Planned Provisional Acceptance Date
* Clearance of deficiency list.

e. The Plan of Work shall be detailed to the extent required in the Technical Specification. In particular, the Tenderer shall provide details of any development activities in a separate, more detailed development plan.

## A6 – List of Referees who may be Contacted

|  |  |
| --- | --- |
| *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:* |  |

## A7 - Statement of Non-Compliance

The Tenderer shall provide a non-compliance table in the format attached below. Such table shall list each clause, sub-clause, paragraph and sub-paragraph of each Part of the tender following the same sequence for which the Tenderer is non-compliant.

The Tenderer shall provide explanations and details of any counter-proposals to clauses, sub-clauses, paragraph and sub-paragraph listed in the non-compliance table.

**Any item not included in the non-compliance table shall be considered as fully compliant, i.e. the full agreement of the Tenderer with the proposed wording.**

A Tenderer failing to submit properly filled Statements of Non-Compliance and all relevant documentations with the Tender may be disqualified.

|  |  |  |
| --- | --- | --- |
| **[Project] Non-compliance table – [Name of Tenderer] – Date/version** | | |
| **Non-compliant item** | |  |
| ITT Ref | Description *(examples here)* | Counter proposal / Remark |
| **Part 1 (Tendering Procedures)** | | |
| 2.1 | Packing |  |
| 2.6 | List of Sub-Contractor |  |

|  |  |  |
| --- | --- | --- |
| **[Project] Non-compliance table – [Name of Tenderer] – Date/version** | | |
| **Non-compliant item** | |  |
| ITT Ref | Description *(examples here)* | Counter proposal / Remark |
| **Part 2 (Draft GTC)** | | |
| Definition | Force Majeure |  |
| Sub-Clause 10.1 | Insurance |  |

|  |  |  |
| --- | --- | --- |
| **[Project] Non-compliance table – [Name of Tenderer] – Date/version** | | |
| **Non-compliant item** | |  |
| ITT Ref | Description *(examples here)* | Counter proposal / Remark |
| **Part 3 (Technical Specification)** | | |
| Para 1.2 | Xxxx |  |
| Sub-para 10.3 | Yyyy |  |
| Sub-para 14.3.2.3 | Zzzzz |  |

|  |  |  |
| --- | --- | --- |
| **[Project] Non-compliance table – [Name of Tenderer] – Date/version** | | |
| **Non-compliant item** | |  |
| ITT Ref | Description *(examples here)* | Counter proposal / Remark |
| **Part 4 (Billing Schedule)** | | |
|  |  |  |
|  |  |  |

Each Sub-table corresponding to each part of the Tender shall be on a different sheet within a single MS Excel file.

## A8 – DEMONSTRATION OF CAPABILITY OF THE TENDERER

The Tender shall include the following information:

a. The most recent annual report and accounts of the Tenderer, and, where applicable, of his holding company;

b. An outline of the Tenderer’s general organization structure, major activities and performance;

c. Evidence of its experience and specialization in similar designs and equipment, supported by reference and a concise list showing the countries and names of the clients to whom it has supplied similar systems;

d. Detailed information on the product(s);

e. Details of locations, services dates, size and general facilities of systems provided both those already operational and those projected;

f. An outline of the proposed project management arrangements for the System, with information about the project team; and

g. Information about current and anticipated work, showing how the System would be accommodated within the manufacturing schedule.

## A9 – Origin of Equipment/Materials/Services

The country of manufacture and origin of the materials/equipment offered, as well as the manufacturer’s name and address shall be indicated in the Tender.

The Tenderer shall also clearly indicate the particulars of the providers of the services described in the Tender documents.

# ATTACHMENT 3 – EVALUATION CRITERIA

The Mandatory Conditions have been drawn from the Conditions of Tendering in this RFT. Tenders that do not meet the Mandatory Conditions are deemed non-compliant, and will not proceed into Evaluation.

## 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. |  |
| 1. Tenders must be deposited in the required form in the Tender Box and/or the Electronic Tender Account by the closing time specified in the RFT |  |
| 1. Proposal and related documentation must be in the English language or translated into English. |  |
| 1. Tenderers must tender to provide the whole of the works/goods/services specified in the RFT. |  |
| 1. Tenders must be presented in hard copy and/or electronic copy format as specified in this RFT only. |  |
| 1. All prices quoted must be landed inclusive of freight and relevant charges to final point of delivery. |  |
| 1. 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%** |  |  |
| Price | /50 | best price | 50 |
|  |  |
| -1 point / 10KUSD difference |  |
| Billing Schedule | /10 | fully compliant | 10 |
| 1 BM not compliant | 5 |
| >2 BM not compliant | 0 |
| Technical Specification | /17 | fully compliant | 17 |
| -1 per major non compliance |  |
| Critical non compliance | disqualified |
| General Terms & Conditions | /17 | fully compliant | 17 |
| -1 per major non compliance |  |
| Critical non compliance | disqualified |
| Options | /6 | +1 per option quoted |  |

## 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 TERMS & CONDITIONS

[Refer to Attachment 4 – Contract Terms and Conditions]