



23<sup>rd</sup> May 2019

Our ref: 51/12504023/  
DocNumber 001  
Your ref:

Dear Sir / Madam,

## **Request for Quote - Takuvaine Dwellings Water Supply**

### **1 Introduction**

The Te Mata Vai Project Management Unit (TMV – PMU) requires construction of a small above ground pumping station to supply water from the new Takuvaine reservoir to dwellings at the upper end of Happy Valley Road.

There is an existing DN63 falling main from the Takuvaine Intake which supplies these dwellings before terminating at a flushout at the Takuvaine Stream. The new system will re-configure the existing DN63 falling main to a rising main to pump water from below the new water treatment plant and storage tank to the properties up the hill. The upper section of the pipe at the intake is to be isolated and a small above ground pump station built near the existing flushout pipe, (below the new water storage tank). See drawing number 12504023-01

This RFQ is to supply and construct the new system as described.

### **2 Request for Quote**

Please provide a lump-sum quote for the works described in this document by completing the schedule provided (Attachment 2).

**The closing date for the return of quotes is Friday 7<sup>th</sup> June 2019 at 15.00 hours.**

All enquiries shall be addressed to Jeff Tuck at the following email address:  
**jeffrey.tuck@ghd.com;**

Quotes shall be returned either by hard copy delivered to the PMU Office or by email to Jeff Tuck at the email address above.

The offer shall remain open for acceptance for a period of sixty (60) working days from the acceptance of this tender.

**A site visit with the Engineer is available on Tuesday 28<sup>th</sup> May at 10.00 hours, please confirm by email if you will attend. Meet at the PMU Conference Room.**

### **3 Contract Agreement and Terms and Conditions**

The successful tenderer will be awarded a contract based on the Cook Islands Government Terms and Conditions for a Low Value Construction Contract.

See Attachment 1: Terms and Conditions for a Low Value Construction Contract

The total value of the contract will be based on the attached scope of work, drawings and technical specification, using the rates supplied in the attached Schedule of Rates.

Some components of the works will require instruction by the Engineer on site. The quote will be adjusted for any variations to the scope based on the rates in the Schedule of Rates were applicable. If the rates are not applicable the Engineer will agree a price with the supplier.

See Attachment 2: Schedule of Rates.

The quotes will be evaluated by the PMU based on the price submitted, conformance with the specification and the availability of plant and labour.

The supplier shall provide a schedule showing the start and finish dates and the duration of the main activities, including the supply of the pump and any materials.

**Completion date 31<sup>st</sup> July 2019.**

Payment will be made upon completion of the works. Progress payments will be allowed if the works is over a period greater than 4 weeks.

### **4 Scope of Works and Technical Specifications**

The scope of works includes the supply of materials, construction and commissioning of the items described in this scope of works and schedule and with reference to the sketches in Attachment 3.

The materials to be supplied for the works described in the scope of works and drawings shall be new, and not second-hand or refurbished in any way.

All pipe materials and fittings shall comply with AS/NZS standards and guidelines.

Reinstatement of the excavated trenches is to be with a compacted bedding surrounding the installed pipes and ducted cable. Trenches in the road shall be backfilled with a compacted roading aggregate with an appropriate seal.

The general approach to the works will involve:

#### **1. Pump house construction**

1.1. Remove vegetation and topsoil at the the pump house site, prepare a suitable foundation subgrade using 50mm depth site concrete.

1.2. Construct a blockwork pump house on a 300mm reinforced concrete slab with a galvanised, corrugated iron roof and secure stainless steel door with padlock.

- 1.3. Install inlet and outlet pipes in 50mm diameter grade 316 stainless steel pipe and fittings with 50 mm one way stop valve on pump inlet.
  - 1.4. Install the pump and pressure tank components.
  - 1.5. Connect the pump and pressure tank to the inlet and outlet pipes.
  - 1.6. Connect 220V single phase underground cable in a duct to supply power to the pump house
  - 1.7. Install the pump control panel and electrical board and connect the power supply. All electrical power connections shall be carried out by a fully qualified electrician and a signed test certificate shall be supplied to the Engineer on completion of the work.
2. Water Supply connection and rising main works
- 2.1. Develop and submit a traffic management plan and provide traffic management while works are being undertaken in the access road.
  - 2.2. Connect the DN63 PE pump feed pipe to the existing DN90 PE water supply main using DN 90 x 63 Tee with compression fittings.
  - 2.3. Install a new SV on the DN63 rising main
  - 2.4. Install a scour outlet valve and non-return valve at the upper end of the DN63 rising main (installation of the scour valve and SV should be done after the pump is operational to minimise disruption to the residents).
  - 2.5. Cap the existing DN63 intake line where the pipe has been cut for construction of the scour outlet (Note that the existing DN63 falling main has a gate valve installed near the intake, this has not been tested for operability and the capping may need to be done under flow conditions)
3. Electrical Power Supply
- 3.1. The Contractor shall arrange for the 220V single phase power supply connection through TAU.
  - 3.2. Lay cable ducts as required by TAU from the nearest overhead power pole to the pump station.
4. Commissioning and testing
- 4.1. Set the pressure control to the appropriate pressure.
  - 4.2. Visual inspection of the pipe joints and fittings under normal working pressure by the Engineer prior to reinstatement to ensure that the joints are water tight and operating as expected.
  - 4.3. Reinststate all excavations.
  - 4.4. Provide red pen as-built mark-ups on completion.
  - 4.5. Provide manuals and warranties for the installed system components.

**Only ICI have authority to open and close valves for the purposes of isolation or bypassing flow,** so they must be contacted for the decommissioning of the DN63 falling main and when the connection is made to the DN90 supply.

Sincerely  
GHD Limited

Martin Smith

TMV Stage 2 PMU Project Manager

## **Attachment 1: Terms and Conditions for a Low Value Construction Contract**



## Low Value Construction Works Contract

**Parties:**

Her Majesty the Queen in right of the government of the Cook Islands acting by and through the Minister/Secretary of MFEM (**Principal**)  
[Insert name of contractor] (**Contractor**)

**Contract:**

The Principal engages the Contractor to provide the Services described below and the Contractor agrees to perform the Services for the Fees and Expenses and on the Terms and Conditions appended to this Contract at Schedule 1.

**Services:**

The Contractor shall provide the following construction services:

- Construction of a small pump station for pumping water through an existing 63 DN PE Pipe to dwellings along Happy Valley Road, higher up than the new water treatment plant and storage tank.
- Supply and installation of all materials, water fittings and pump as required.
- Test and Commission pump and pipework.

Further details of the scope of Services may be appended to this Contract.

**Authorised Representative:** Jeff Tuck, Assistant Engineer TMV PMU, who is authorised to act on behalf of the Principal in respect of the Services.

**Contract Term:** From 4<sup>th</sup> June 2019 to 31 July 2019

**Fees:**

The Contractor shall charge the following agreed fee for the Services:

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The Contractor shall, within 3 working days of the start of each month, issue a payment claim to the Principal for the Fees owed from the previous month, plus any actual and reasonable expenses that are pre-approved in writing by the Principal (**Expenses**).

**Insurance:** The Contractor shall main the following insurance:

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**Retention:** 10% of all Fees payable pursuant to this Contract shall be withheld until the requirements in subclauses 5.5 and 5.6 of the Terms and Conditions are complied with.

**Defects Liability Period:** 3 months from practical completion.

Principal’s authorised signatory(ies):

Contractor’s authorised signatory(ies):

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Print Name:  
Date:  
Address for notices:

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Print Name:  
Date:  
Address for notices:



## **TERMS AND CONDITIONS FOR CONSTRUCTION**

The Cook Islands Government (“Government”) engages the Contractor, and the Contractor accepts the engagement, to perform the Services in accordance with these terms and 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. Standard of Services and Compliance**

In performing the Services the Contractor shall:

- 2.1. Exercise the degree of skill, care and diligence normally expected of a competent professional;  
and
- 2.2. Comply with all applicable statutes, regulations and codes applicable to the Services.

### **3. Information**

The Government shall use reasonable endeavours to provide to the Contractor, free of cost, as soon as practicable following any request for information, all relevant information in its power to obtain which may relate to the Services. The Contractor shall not, without the Government’s prior written consent, use information provided by the Government for purposes unrelated to the Services.

### **4. Variations**

The Government may order variations to the Services in writing or may request the Contractor to submit proposals for variations to the Services. No work pursuant to a variation may commence until the Services comprised in the variation and the Fees and Expenses for the variation are approved in writing by the Government.

### **5. Practical Completion**

- 5.1. Practical Completion is defined as that stage in the execution of the work under the Contract when the Contract Works or any Separable Portion are complete except for minor omissions and minor defects:
  - a. Which in the opinion of the Authorised Representative the Contractor has reasonable grounds for not promptly correcting;



- b. Which do not prevent the Contract Works or Separable Portion from being used for their intended purpose; and
  - c. Rectification of which will not prejudice the convenient use of the Contract Works or any Separable Portion.
- 5.2. When the Contract Works or any Separable Portion are believed to qualify for Practical Completion the Contractor shall notify the Authorised Representative in writing accordingly.

## **6. Payment**

- 6.1. Within 3 working days of the end of each month, and subject to the Contractor having first signed this Contract, the Contractor shall issue the Government through its Authorised Representative with a payment claim setting out the Fees and Expenses claimed for the previous month (less Retentions) and details of the Services provided. The Contractor acknowledges that it is not entitled to payment until it has signed this Contract.
- 6.2. Upon receipt of the payment claim, the Government shall review it and respond by way of a payment schedule within 10 working days setting out whether it agrees with the contents of the payment claim, and if not, the reasons why and the revised calculation of the amount payable.
- 6.3. Upon receipt of the Government's payment schedule, the Contractor shall issue a VAT tax invoice to the Government for the amount set out in the Government's payment schedule.
- 6.4. All amounts payable by the Government shall be paid on the 20th of the month following the month of receipt of the invoice. Any changes to approved Fees or Expenses, must first be approved in writing by the Government.
- 6.5. Upon achieving practical completion of the Services, as certified by the Authorised Representative, the Contractor must remedy all defects identified by the Authorised Representative both at practical completion and during the Defects Liability Period.
- 6.6. Upon expiry of the Defects Liability Period and the Contractor having satisfactorily remedied any defects in the Services, as certified by the Authorised Representative, and delivered all warranties, guarantees and other documentation required by the Government as part of the Services, the Contractor may issue a payment claim for the Retention held by the Government, which shall be subject to the process set out in 6.2 to 6.4 above.

## **7. Insurance**

The Contractor is required to maintain the Insurance throughout the Contract Term and to use reasonable endeavours to maintain the same for the specified period after the completion of the Services. The Contractor shall provide an updated insurance certificate to the Government prior to the expiry of any relevant insurance certificate.

## **8. Intellectual Property**

The ownership of data, factual information and intellectual property (including copyright) in all drawings, specifications and other documents and things created pursuant to this Contract and paid for by the Government shall, after payment by the Government, lie with the Government.

## **9. Suspension**

The Government may suspend all or part of the Services by notice in writing to the Contractor who shall immediately make arrangements to stop the Services and minimise further expenditure. Suspension shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

## **10. Termination**

- 10.1. The Government may terminate (in its sole discretion) the Services by 10 working days' prior written notice to the Contractor.
- 10.2. Either party may terminate the Services by immediate notice if the other party materially breaches the Contract, including but not limited to the Contractor failing to perform the Services by the Completion Date or to the standard required by this Contract.
- 10.3. Termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

## **11. Acknowledgement**

- 11.1. The Contractor confirms and acknowledges that it:
  - a. Is qualified to carry out the Services;
  - b. Will deliver all guarantees and warranties (including manufacturer's warranties on products and materials) required as part of the Services to the Government prior to practical completion;
  - c. Will promptly remedy any defects in the Services provided upon written request from the Government;
  - d. Has no, and is not aware of any conflict of interest, that it has not disclosed in writing to the Government prior to signing this Contract and the Contractor undertakes to advise the Authorised Representative immediately if any conflict of interest should arise;
  - e. Is not the subject of any claim brought by any Government for defective workmanship, and will notify the Government immediately if any such claim is brought.

**12. General**

- 12.1. This Contract is governed by the Cook Islands law, and the Cook Islands courts have exclusive jurisdiction in respect of this Contract.
- 12.2. This Contract evidences the entire agreement between the Contractor and Government in connection with the Services and supersedes and extinguishes all prior agreements (including any quotes provided by the Contractor) between the Contractor and Government relating to such matters.
- 12.3. The Contractor may not assign the Contract without the Government's prior written approval.
- 12.4. The Contractor shall not sub-contract any part of this Contract or the Services without the Government's prior written consent.
- 12.5. The Government can set-off any amounts owing to the Contractor under this Contract against any amounts owing to the Government by the Contractor under this contract or any other Contract between the Government and the Contractor.
- 12.6. All notices to a party must be delivered by hand or sent by post, courier, fax or email to that party's address for notices set out in this Contract. In case of notice by email, confirmation of receipt from the recipient is required to confirm the delivery of the notice.

## Attachment 2: Schedule of Rates

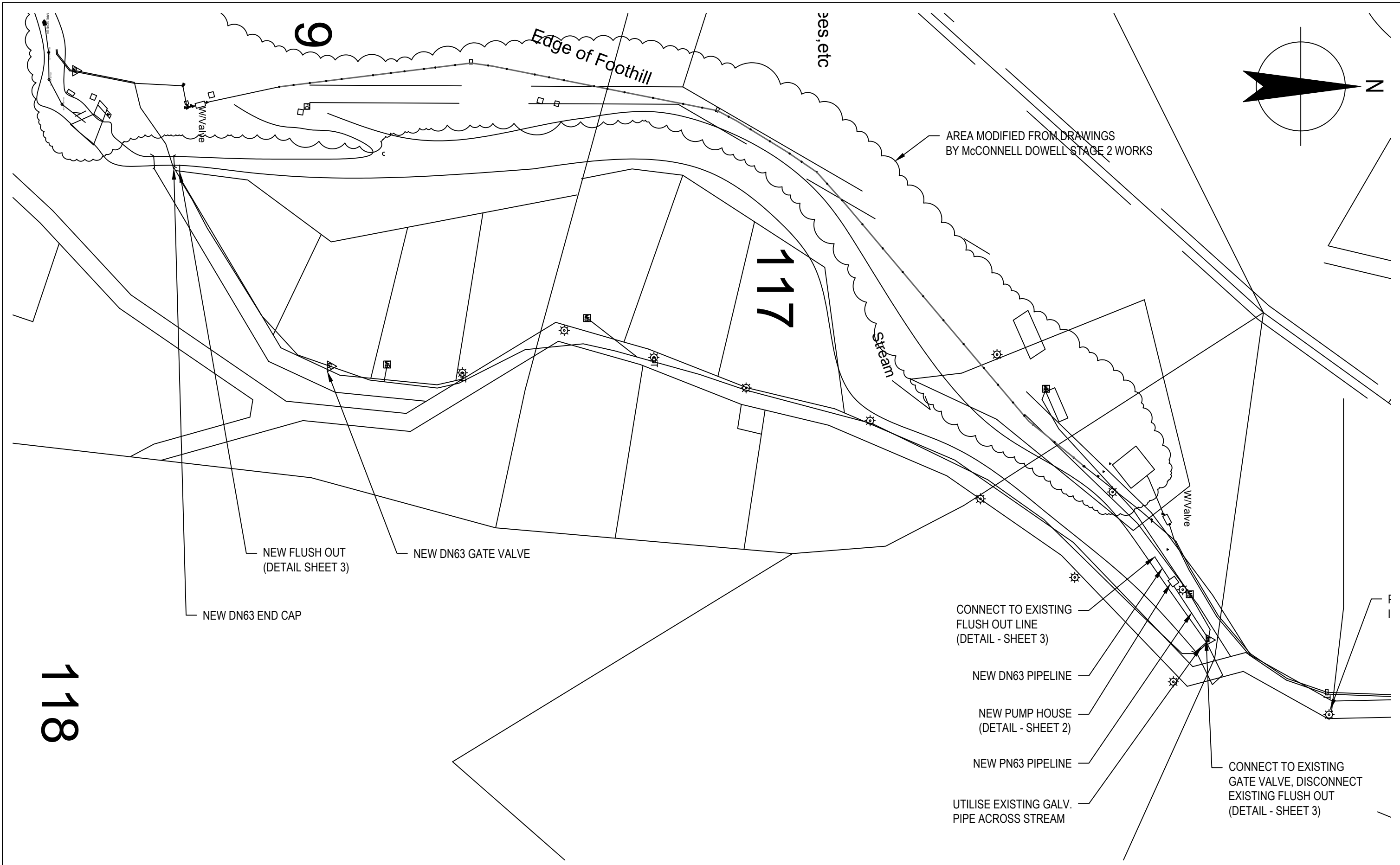
Contract: Te Mato Vai Stage 2 - Takuvaine Water Supply to Dwellings



## Attachment Two - Schedule of Rates

Schedule Item Number	Description	Unit	Quantity	Rate (\$ Excl VAT)	Amount (\$ Excl VAT)	Notes
1	<b>General</b>					
1.1	Preliminary and general	LS	1		\$ -	
1.2	Potholes to expose existing connections for design confirmation	Each	3		\$ -	
2	<b>Pump House</b>					
2.1	Clear vegetation and strip topsoil	LS	1		\$ -	
2.2	Supply and construct pump house on concrete slab (location TBC by engineer on site)	LS	1		\$ -	Drawing No. 12504023-02
2.3	Supply and construct pump house inlet	LS	1		\$ -	Drawing No. 12504023-03, Pump house inlet/outlet detail
2.4	Supply and construct pump house outlet	LS	1		\$ -	Drawing No. 12504023-03, Pump house inlet/outlet detail
2.5	Supply and install pump and pressure tank components	LS	1		\$ -	Drawing No. 12504023-03, Pump - Pressure tank component details.
2.6	Supply and install pump to inlet and outlet connections (40mm OD PE100 PN12.5 pipe with approved PE fittings)	LS	1		\$ -	Drawing No. 12504023-03
2.7	Supply and install 220V single phase power supply to pump house in underground 65mm duct (connection to existing overhead power line).	LS	1		\$ -	Drawing No. 12504023-01
2.8	Hydrogenie 5 Pump Controller	LS	1		\$ -	
3	<b>Rising Main and Connection</b>					
3.1	Develop a traffic management plan and provide traffic management while working near roadway	LS	1		\$ -	
3.2	Install DN63 pipe in trench connecting to pumphouse inlet and re-connect to supply line.	LS	1		\$ -	12504023-01, Connection to existing supply main
3.3	Supply and install new SV and valve box on DN63 PE rising main	LS	1		\$ -	12504023-01
3.4	Supply and install scour outlet by reconfiguring the existing DN63 PE main	LS	1		\$ -	12504023-03, Scour outlet detail
3.5	Decommission existing DN63 intake via supply and install of new end cap	LS	1		\$ -	12504023-01
4	<b>Completion</b>					
4.1	Commissioning and testing	LS	1		\$ -	
4.2	Red pen as-built drawing markups on completion	LS	1		\$ -	
A	<b>Sub-Total (Excl. Vat)</b>				\$ -	
B	Principal's contingency	%	10	-	\$ -	
C = (A+B)	<b>Contract Value (Excl. VAT)</b>				\$ -	
D	VAT	%	15	-	\$ -	
E = (C+D)	<b>Contract Value (Incl. VAT)</b>				\$ -	

## Attachment 3: Drawings and Sketches



**SKETCH**

No	Revision	Note: * indicates signatures on original issue of drawing or last revision of drawing	Drawn	Job Manager	Project Director	Date
A	-					

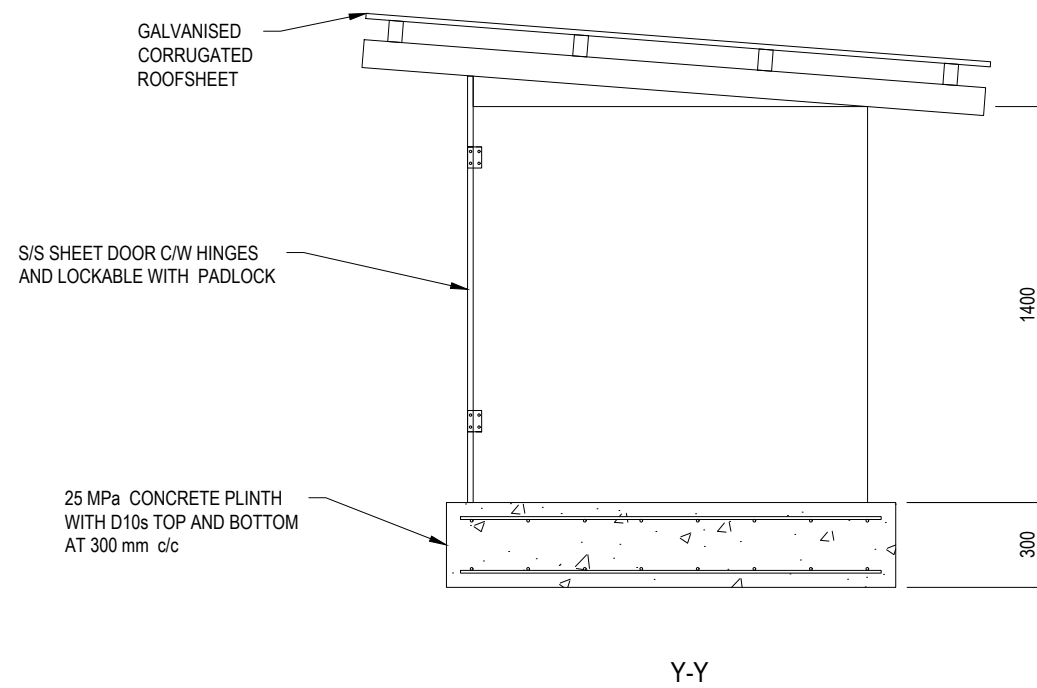
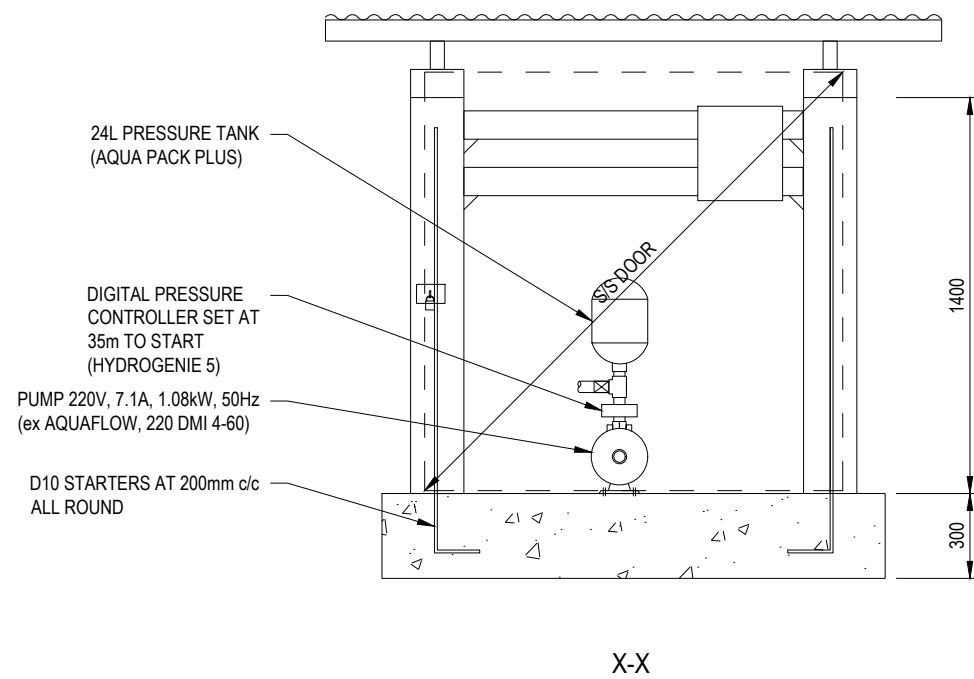
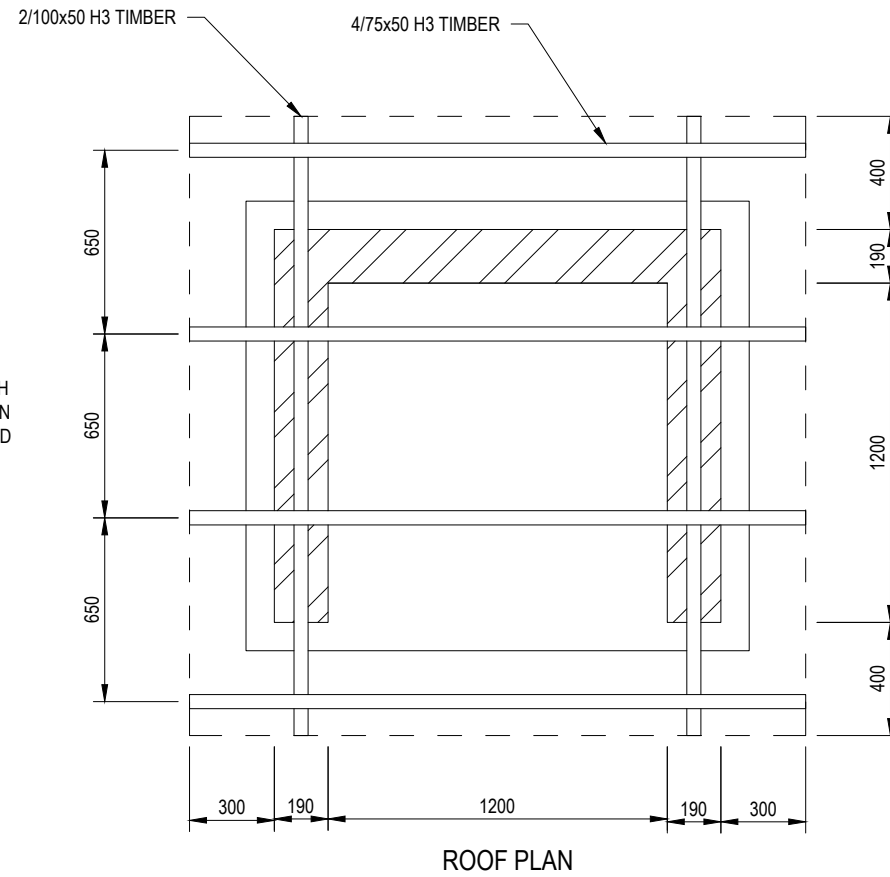
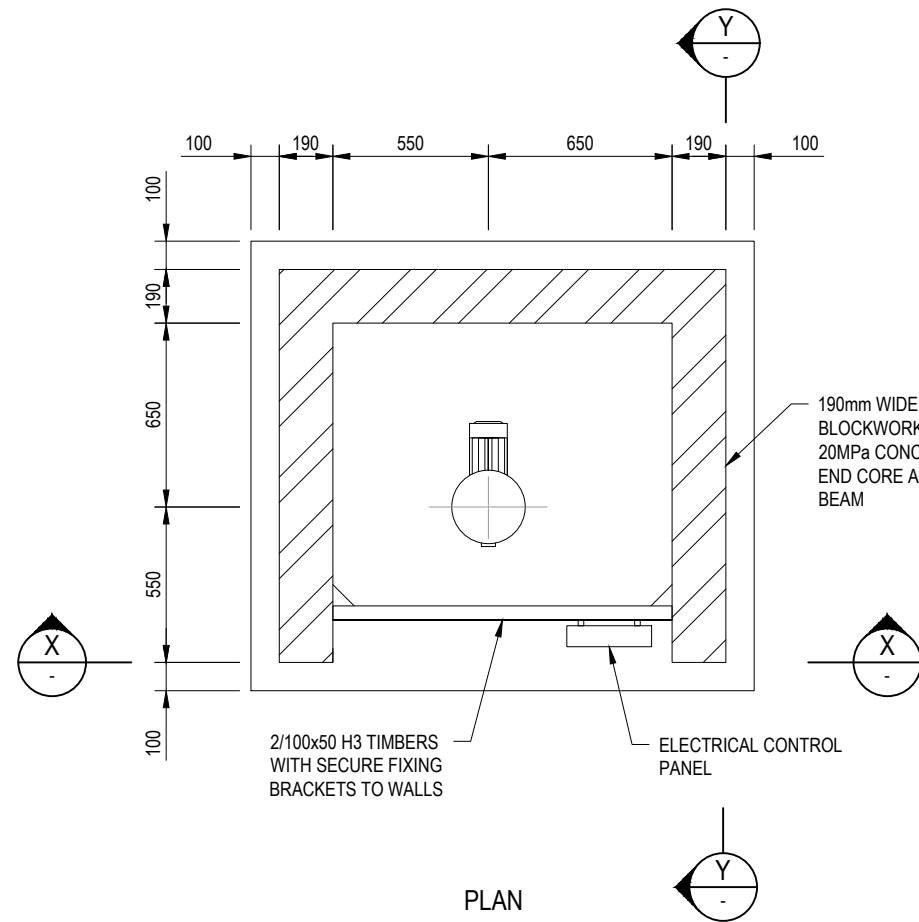
Plot Date: 23 May 2019 - 4:45 p.m. Plotted By: Jeff Tuck

Cad File No: 2:151314105Takuvaine Dwelling Supply\12504023 Takuvaine Dwelling Supply Sketches.dwg



<b>DO NOT SCALE</b>	Drawn JT	Designer PH
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	Approved (Project Director) Date 15.05.19	
	Scale NTS	This Drawing must not be used for Construction unless signed as Approved

Client	<b>GOVERNMENT OF COOK ISLANDS</b>
Project	<b>TAKUVAINÉ DWELLING SUPPLY PUMPHOUSE</b>
Title	<b>SITE LAYOUT SHEET 1 OF 3</b>
Original Size	<b>A3</b>
Drawing No:	<b>12504023-01</b>
Rev:	<b>A</b>



SKETCH

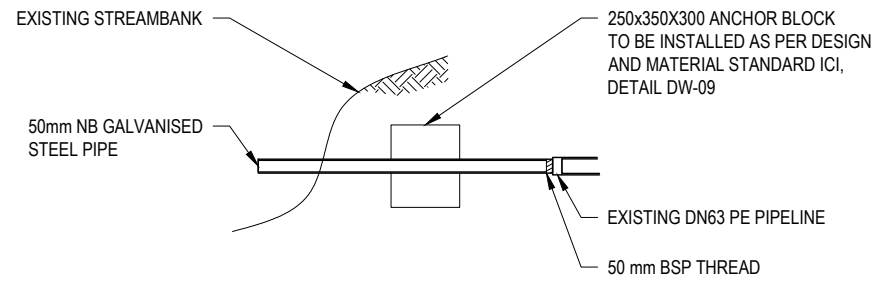
No	Revision	Note: * indicates signatures on original issue of drawing or last revision of drawing	Drawn	Job Manager	Project Director	Date
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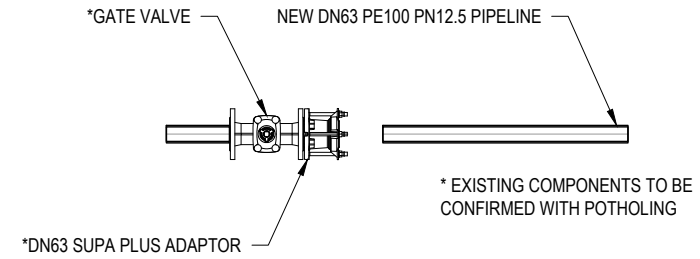
<b>DO NOT SCALE</b>	Drawn JT	Designer PH
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	Approved (Project Director) Date 15.05.19	
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Client	<b>GOVERNMENT OF COOK ISLANDS</b>
Project	<b>TAKUVAINE DWELLING SUPPLY PUMPHOUSE</b>
Title	<b>PUMP HOUSE SHEET 2 OF 3</b>
Original Size	<b>A3</b>
Drawing No:	<b>12504023-02</b>
Rev:	<b>A</b>

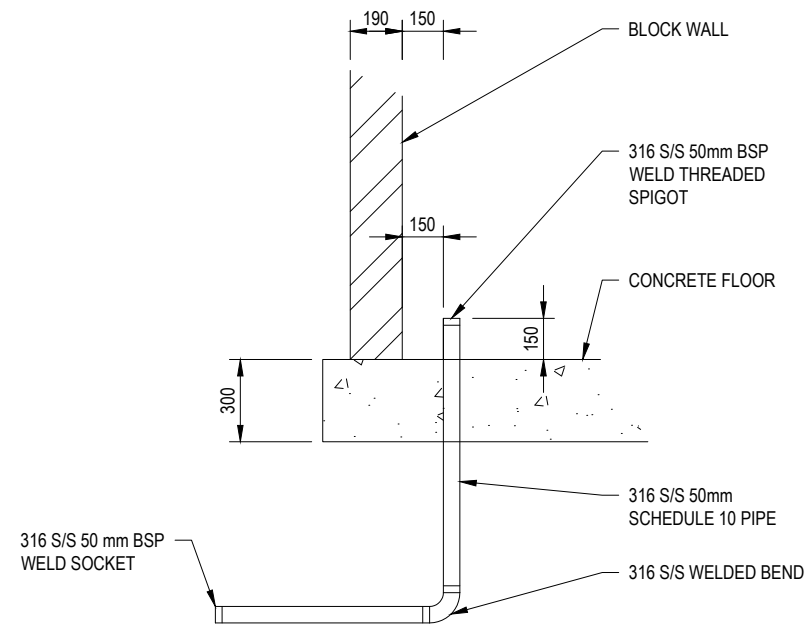




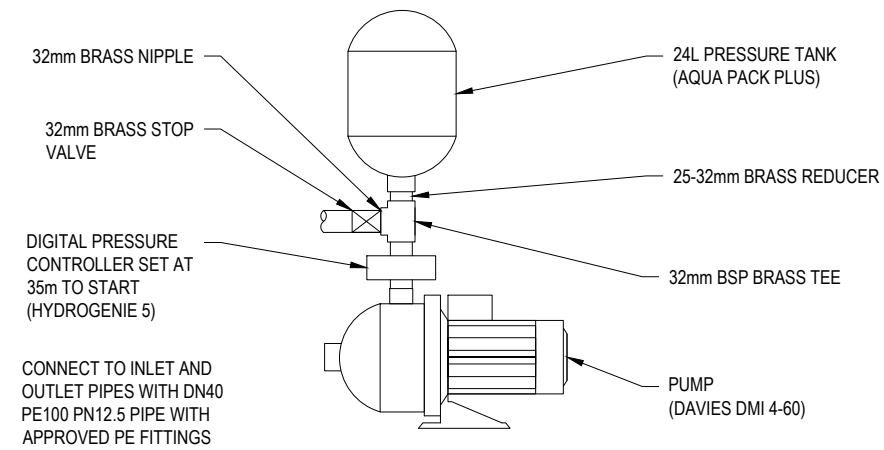
SCOUR OUTLET (NTS)



CONNECTION TO SUPPLY MAIN AND RISING MAIN (NTS)



PUMP HOUSE INLET/OUTLET DETAIL (NTS)



PUMP-PRESSURE TANK COMPONENT DETAILS (NTS)

SKETCH

No	Revision	Note: * indicates signatures on original issue of drawing or last revision of drawing	Drawn	Job Manager	Project Director	Date
A	-	-	-	-	-	-



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Approved (Project Director)	-		
Date	15.05.19		
Scale	NTS		

Client	<b>GOVERNMENT OF COOK ISLANDS</b>
Project	<b>TAKUVAIN DWELLING SUPPLY PUMPHOUSE</b>
Title	<b>DETAILS SHEET 3 OF 3</b>
Original Size	<b>A3</b>
Drawing No:	<b>12504023-03</b>
Rev:	<b>A</b>