

Request for Tender



Contract for Sports Arena Roller Doors and Steel Works

Reference No:	CK181931
Date of Release:	28 May 2019

Cook Islands Investment Corporation

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

Contact Officer Anne Taoro

anne.taoro@cookislands.gov.ck

TENDER CLOSING TIME: 4.00pm (CI Time) Tuesday 18 June 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
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
Client	Cook Islands Investment Corporation is the Client to this RFT and Contract.
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) the Cook Islands Investment Corporation (the 'Client') invites suitably qualified Contractors (Tenderers) to bid for the **Sports Arena Roller Doors and Steel Works** (the 'project') as further described in Attachment 1 – Tender Specifications.

This RFT is for a lump-sum / fixed price contract. Tenderers must tender to provide the whole contract works. Tenders received for parts of the required works only will not be considered.

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.

It is the Tenderers responsibility to carry out any site visits before submitting a bid, and in order to assess the technical and site constraints associated with the works.

Key Dates

The Key Dates for this RFT process are set out below:

Issue of RFT	28 May 2019
Deadline for submission of questions to RFT:	11 June 2019
Deadline for submission of tenders to RFT:	4 pm (CI Time) Tuesday 18 June 2019
Contract award	23 July 2019

Please note that this timeframe may be subject to change. The Client 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: Anne Taoro
Title: Project Manager
Address: Takuvaine Rd
Avarua, Rarotonga
Cook Islands
Phone: +68223139
E-mail: anne.taoro@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
95122300	Sports and health buildings and structures

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 Client 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 (CI Time) Tuesday 18 June 2019

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 Client 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 Client 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 Client 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 Client 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.

The final date for submitting questions is 11 June 2019.

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 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.

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 Client or their representative within ten (10) working days of acceptance of the successful tender.

If no tender is accepted by the Client within twenty (20) working days after the Closing Date, each Tenderer will be notified in writing by the Client or their representative whether their tender is still under consideration or is no longer being considered.

When the preferred Tenderer has been identified, the Client will invite the Tenderer to enter into negotiations based on the 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 Client formally issue a Letter of Acceptance to the successful Tenderer.

The successful Tenderer will be notified by the Client 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 Client 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 Client 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 Client

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 the Client 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 Client. 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 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 complete the whole of the works/goods/services as specified in the Tender Specifications.
5. Tenders must be presented in electronic copy format as specified in this RFT. Telefax tenders will not be accepted.
6. Tender prices must include any costs associated purchasing materials must be inclusive of freight and relevant charges to the final point of delivery.
7. All prices must be in New Zealand dollars.

ATTACHMENT 1 – TENDER SPECIFICATIONS

General Requirements

The Indoor Sports Arena (the Arena) is situated in Tereora, Avarua. The Arena was designed as a multi-sport indoor facility and opened in 2009. In 2018 the use of the Arena by national sports codes was restricted due to pending refurbishment work. The Arena falls under the management control of the Cook Islands Investment Corporation.



The Cook Islands Investment Corporation intends to engage a Contractor to complete parts of the required refurbishment work. This work is set out in the Scope section below, and in summary includes the following work packages:

- Dismantling and storing of exterior seating platforms;
- Dismantling and disposal of roller doors;
- Construction of wall enclosure in place of the roller doors;
- Refurbishment of exterior structural steel on the east and west perimeter;
- Replacement of bird screens on east and west perimeter; and
- Additional finishing works.

The Contractor will be engaged on a lump-sum/fixed price basis which shall include all costs associated with:

- i. Producing the designs and plans as required in the Scope and ensuring accuracy of the information contained;
- ii. Management of the Contractors work including contract administration, site and off-site activities, and implementation of Health and Safety plans;
- iii. Obtaining and maintaining liability insurances required in the Conditions of Contract;
- iv. Purchasing of all required materials, delivering of all materials to the site, and ensuring materials remain secure throughout the project duration;
- v. Suppling water, construction power, fuels and lubricants where required;
- vi. Provision of all tools, equipment, plant, machinery and operators, labour and certified tradesmen;

- vii. 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;
- viii. Provision of weekly progress reports to the Client on work completed and work yet to be completed, and attending weekly site meetings;
- ix. Transferring all product warranties to the Client at practical completion; and
- x. Clearing of all debris and reinstatement of the site at the completion of the works.

Scope

Description of the Works

1. Demolition

- a. The Contractor shall dismantle the outdoor seats situated along the west and east perimeter of the building for safe storage. All connectors, brackets, plates, bolts and screws (including nuts and washers) shall be sorted and packed into separate containers by size & type and each container labelled according to their contents. The Contractor shall stack all parts including seats, bases, rails, bracings, and support posts in the shipping containers (provided by the Client). All parts are to be stored in an arranged manner to be agreed with the Client, for ease of identification. All protruding bolts set in concrete surfaces are to be cut & ground to a smooth and level finish.
- b. The Contractor shall dismantle the roller doors including the motors, brackets, plates and associated hangers, fixings and supports for disposal. All removed items shall be carted off site and disposed of at a recycling centre. All protruding bolts set in concrete surfaces are to be cut & ground to a smooth and level finish. The Contractor must ensure areas left open after the doors are removed are sealed off/temporarily enclosed to secure the premises during non-working hours and to provide protection from wet weather.
- c. The Contractor shall remove the metal mesh screens located above the roller doors, including all fixings and supports. All removed items shall be carted off site and disposed of at a recycling centre. All protruding bolts set in concrete surfaces are to be cut & ground to a smooth and level finish.
- d. The Contractor shall de-rust all exposed steel/metal surfaces, structural and non-structural, on the underside of the roof overhang on the buildings' east and west perimeter. A combination of blast-cleaning, and hand and power tool cleaning, will be required to be carried out by the Contractor to prepare the steel surfaces for recoating. Weld and repair where necessary all heavily corroded steel. Replace where necessary all rusted brackets, fixings, rods and support members.

2. Reconstruction

- a. The Contractor shall construct the Roller Door Enclosures according to the Drawings provided in Attachment 5. Prior to any work commencing, the Contractor shall prepare the existing columns and beams and slabs ensuring that any damages resulting from the removal of the roller doors are corrected prior to construction of the enclosures.
- b. The Contractor shall fabricate and install the mesh and aluminium screens according to the approved Shop Drawings (refer to 4. Design responsibility, Design submission procedures and acceptance criteria). Prior to any work commencing, the Contractor shall prepare the existing columns and beams and slabs ensuring that any damages resulting from the removal of the existing screens are corrected prior to any installation work commencing.

- c. The Contractor shall apply suitable protective coatings to all exterior structural steel surfaces, supports and fixings in line with the approved Methodology and technical specifications for structural steel refurbishment related work (refer to 4. Design responsibility, Design submission procedures and acceptance criteria).

3. Additional Works

- a. The Contractor shall repaint columns and beams located between and around the new wall enclosures and new aluminium screens. Prepare surfaces according to the paint manufacturers recommendations and apply two coats of self-priming paint to match existing colour.
- b. The Contractor shall protect all building surfaces and attachments including the shade sails and its hanging systems from damage at all times.
- c. The Contractor shall correct any damages to grounds and buildings caused by the Contractor while implementing the Works.

4. Design responsibility, Design submission procedures and Acceptance criteria

4.1 The Client has produced the designs for the Sports Arena Wall Enclosure, as provided in Attachment 5.

4.2 The Contractor shall provide additional designs for the following areas.

- a. Shop drawings for all aluminium joinery (windows and screens). The Client will approve the shop drawings if the following criteria is met:
 - 1. Type, grade and durability/design-life of materials to be used are clearly shown on the drawings, including extrusions and finish, hardware, fixings, glazing, security mesh, and insect mesh;
 - 2. The dimensions for all components are stated; and
 - 3. Fixing and sealant details are provided, and signed off by a Structural Engineer as meeting wind load pressures (SLS=3.921 KPa, USL=4.982KPa) and watertightness performance requirements stated in the Cook Islands Building Code.
- b. Any variations to the Designs proposed by the Contractor. The Client will consider Variations to the drawings if the following criteria is met:
 - 1. Sufficient details are provided to show that the changes will meet or exceed the performance or delivery of the approved Designs, and
 - 2. There are minor or no cost variations.
- c. Site and work specific Health and Safety plans. The Client will approve the Health and Safety plans if the following criteria is met:
 - 1. All site constraints, adjoining properties, and neighbouring properties and occupants have been considered and the management plans are appropriate,
 - 2. The Contractor has allowed for all appropriate personnel protective equipment for use during the Works,
 - 3. There is due consideration for traffic movements in and around the site, and
 - 4. Best practise risk management plans have been adopted to protect the Contractor's employees and visitors.

- d. Methodology and technical specifications for structural steel refurbishment related work. The Client will approve the methodology and technical specifications if the following criteria is met:
1. The process is clearly detailed showing the preparation methods to be applied and the location for each method. . All preparation work must meet the requirements of ISO Standard 8501, *Corrosion Protections of Steel Structures by Painting*.
 2. Appropriate management processes for blast-cleaning and power tool cleaning work including consideration for noise, dust and debris, and
 3. Technical specifications for replacement fixings and protective coating. The performance of the proposed materials must be clearly identifiable and be suitable for the environment. The protective coating system must have a minimum 10-year durability rating.
- e. Implementation programme from site commissioning to site decommissioning. The Client will approve the programme if the following criteria is met:
1. The start and end dates for all work sections provided, and
 2. The critical path is clearly identified.

4.3 All designs to be produced by the Contractor must be submitted to the Client for approval within two (2) weeks of the date of contract commencement.

4.4 No work shall commence on the site until the Contractor has submitted and the Client has approved, the designs and plans stated in 4.2c and 4.2e above.

4.5 No work shall commence on all other areas requiring designs until the Contractor has submitted and the Client has approved the respective designs and plans.

Specifications

1. Codes and standards

Designs and work must comply with the following standards:

- Cook Islands Building Code
- Cook Islands Employment Relations Act 2012
- AU/NZS 2312.1 *Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings, Part 1: Paint coatings*
- ISO Standard 8501, *Corrosion Protections of Steel Structures by Painting*.

2. Materials to be used

All materials shall be brand new and not second hand or refurbished in any way.

Where a specific grade or product detail is not specified the Contractor must ensure the quality of the material selected is fit for its intended purpose and meets the durability and performance requirements of the standards stated in this Scope.

3. Supervision and expertise

All construction activities must be carried out or supervised by appropriately qualified and/or trained personnel.

4. Inspection and Test Plans

The Inspection and Test Plans (ITPs) include specific quality assurance processes that are to be implemented throughout the Works. The ITPs will be developed and agreed by both the Client and Contractor within 2 weeks of the starting date.

5. Inspections by regulatory authorities

Any inspections set out in the building permits must be facilitated by the Contractor to ensure the inspections are carried out before any covering up work is undertaken.

6. Samples

Where required in the ITPs, samples must be approved by the Client before the Contractor proceeds with the installation.

Constraints on how the Contractor Provides the Works

1. Use and possession of the site

The Contractor has possession of the immediate work areas on the site for the sole purpose of carry out the Works.

2. Working hours

Work on the construction site is restricted to Monday to Saturday, 7am to 7pm. Work outside these hours may be permitted by will require formal consultation and approval from the Client. No work is permitted on Sundays.

3. Noise and dust

The noise on site is to be limited where possible during school operating hours which are 8am to 3pm on weekdays. All dust resulting from site work must be properly contained.

4. Smoke free-zone

The site is located within close proximity to a school which is a smoke free zone. A suitable area should be identified for smokers on the road edge away from the school. Radios are permitted but at a reasonable level. The Contractor's staff and visitors must not use offensive language on site or near the school grounds.

5. Fencing and access

The Contractor shall fence off the work site from unauthorized access. The Contractor shall keep the site secure and monitor movements in and out of the construction site at all times.

6. Site facilities

The Contractor shall provide their own site offices, sheds, and storage facilities. Any materials left on site outside of working hours must be properly secured to eliminate potential theft or damage.

7. General waste

The Contractor is responsible for the removal and disposal of all waste from the site.

Requirements for the Programme

1. Key dates

The following are the due dates for the Works:

Contract award:	by 23 July 2019
Completion of the Works:	by 27 November 2019

The following events will occur during the Works which the Contractor will have to allow for:

School holidays:	22 July to 2 August 2019, and 7 to 18 October 2019
School examination period:	7 November to 2 December 2019 - noise eliminated during exam hours
Squash tournament:	25 October to 1 November 2019 - access to squash courts cleared and noise levels reduced during tournament hours
Netball tournament:	28 November to 3 December 2019 – work completed before this tournament commences.

2. Reporting against key dates

The Contractor shall submit to the Client a forecast of the date of completion each week including forecasts against the key milestone due dates. Should any programme slippages arise the Contractor must inform the Client immediately and provide options to consider in order to minimize any adverse effects.

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 – List of Referees the Client may contact in relation to this offer.

2. Tenderers must also submit a Competency Statement and Methodology covering the following points. The maximum number of pages permitted for this is five (5) A4 pages.

- Head Contractor's qualifications and experience relevant to this project, including key management personnel;
- Main sub-contractors proposed, their qualifications and experience;
- For structural steel work – proposed protective coating system to be used including the durability and environmental ratings;
- Descriptive summary of how the works will be implemented; and
- Programme of works (in gantt chart format).

3. Tenderers who fail to supply all of the items listed in 1. and 2. 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:	Sports Arena Roller Doors and Steel Works
Tenderer:	[Name of Tenderer]

Having examined the Tender Documents in relation to Tender Reference No. CK181931 and dated 28 May 2019, released by Cook Islands Investment Corporation, we submit the following offer.

We offer to complete, handover to the Client and remedy defects in the whole of the said Works in conformity with these Tender Documents for a lump-sum fixed price 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/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 Client) 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:

- A1 – Tender Form
- A2 – Conflict of Interest Declaration
- A3 – Completed Schedule of Prices
- A4 – List of Referees the Client may contact in relation to this offer.

- Competency Statement and Methodology

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 Client.
- If a conflict of interest arises at any time before the selected Tenderer has been awarded, I will advise the Contact Officer or the Client 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

[Tenderers must complete this template, no cells are to be left blank]

Cost component	Amount stated exclusive of VAT (NZD)
Preliminary and general	
Dismantling and storing of exterior seating platforms	
Dismantling and disposal of roller doors	
Construction of wall enclosure in place of the roller doors	
Refurbishment of exterior structural steel on the east and west perimeter	
Replacement of bird screens on east and west perimeter	
Additional and finishing works	
Contractors margin	
Total lump-sum exclusive of VAT (transfer sum to A1 – Form of Tender)	
VAT	
Total inclusive of VAT	

A4 – 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 the Client, against the criteria outlined below.

The Client 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 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 New Zealand dollars	

Evaluation Criteria

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

Criteria	Weight %
Non-Price Criteria	
1. Locally established company and locally supplied resources (labour and/or materials)	5
2. Acceptance of the contract terms or the Tenderer's proposed amendments are acceptable	5
3. Main Contractor relevant experience and capacity to implement the Works.	15
4. Demonstrates good understanding of the Tender Specifications and coverage of all necessary competencies. Requirements for the Programme is reflected in the proposed methodology.	15
Total Non-Price Elements	40
Prices	60
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

See separate file labelled **Attachment 4 – Contract Conditions** for the Contract Data forms.

The **NEC4 Engineering and construction short contract** applies to this project. Tenderers may contact the Contact Officer to obtain a copy of the Conditions of Contract or purchase it directly from an NEC4 distributor.

The successful Tenderer's details, the final contract price and price list will be inserted into the Contract Data forms when the Contract is awarded, along with the relevant sections of the Tender Specifications.

When submitting a Tender, Tenderers acknowledge that it has reviewed the Contract Data forms and the Conditions of Contract and has allowed for all associated costs.

ATTACHMENT 5 – DRAWINGS FOR SPORT ARENA ROLLER DOOR ENCLOSURE

See separate file labelled **Attachment 5 – Drawings for Sports Arena Enclosure**