



Infrastructure Cook Islands

Section A: Request for Tender (RFT) (NZS 3910:2013)

# **Avatiu Punanganui Market Bridge Replacement**

Contract No. CK192010 Date of Release: 4 September 2019

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# 1. Request for Tender (RFT) Overview

## 1.1 Scope of Works

Infrastructure Cook Islands (ICI) seeks to procure a suitable contractor to undertake the Avatiu Punanganui Market Bridge Replacement works on Rarotonga, in the Cook Islands on behalf of the Cook Islands Government.

Interested contractors are requested to submit a Tender to undertake the scope of works outlined within this RFT and associated documents.

Unless otherwise specified the Contractor shall be responsible for the construction, completion and correction of defects of the Contract Works in line with, and so as to meet all requirements and provisions of the Specifications. This shall include the supply of all labour, plant and materials and the like required for the construction of the whole of the Contract Works.

The Contract Works shall comprise the works described within the various Documents and is generally as below.

The Contract Works includes the demolition and removal of the existing Avatiu Punanganui Market Bridge and construction of a new replacement bridge, associated works and includes:

- Traffic management to enable safe construction of the works and public access.
- Identifying, protection and relocating of services as required.
- Demolition and removal of the existing bridge and structures,
- Construction of the new replacement Avatiu Punanganui Market Bridge including piling, abutment construction, bridge beams, barriers etc.
- Bridge and approach pavement, asphaltic concrete surfacing and drainage construction.
- Avatiu roundabout improvement works including traffic island, kerb and Channel, drainage, footpaths, pavement and asphaltic concrete surfacing construction
- Avatiu Stream capacity improvements including excavation, clearance and revetment works.

## 1.2 Important requirements

ICI is committed to Health & Safety, the preservation of the environment, objectives of the Environment Act 2003 and good employer principles required under the Employment Relations Act 2012. As a result of this we require consultants, contractors and suppliers to comply with all Health & Safety, Environmental and Employment laws, including requirements and conditions contained within this RFT.

Potential bidders should be aware of the present Workplace Health and Safety Policies in place and the pending introduction of new legislation.

## 1.3 Suitable Tenderers

Suitable Tenders will be established construction companies that can demonstrate successful delivery of projects similar to this, working with multiple trades, stakeholder management, management of environmental impacts, as well as traffic management and Health and Safety.

As a Contractor in the field of civil, and structural Contracting you will be contributing to infrastructure development to meet the needs and aspirations of the people of the Cook Islands.

## 1.4 About Infrastructure Cook Islands

ICI is a government ministry that is responsible for the delivery, operation and maintenance of public infrastructure across the Cook Islands.



ICI design, build, maintain and operate infrastructure within the Cook Islands.

Our key activities are:

- Planning, funding and coordinating portions of the CI Governments infrastructure capital works programme.
- Construction, operation and management of Rarotonga's public land transport assets including roads, road signs, footpaths, bridges/culverts, road side structures and road drainage. This includes the implementation of Road Safety improvements across the network.
- Management of solid and hazardous waste through the Rarotonga Waste Facility including undertaking recycling and waste education and awareness programmes.
- Coastal Protection and water course management to protect public and private assets.
- Building Control and Electrical Regulation and compliance.
- Construction and Management of infrastructure capital works within the Pa Enea including; airports, water projects, harbours, selected building as well as providing technical support relating to infrastructure development and asset management to the Pa Enea.
- Water resource monitoring including catchment and flood management.
- Development of infrastructure policy including design and construction standards within the Cook Islands.

ICI works with donor partners, Island Governments, other government departments, the private sector and the community to implement activities and projects and carry out operations and maintenance of public infrastructure, including the delivery of infrastructure projects in the Pa Enea.



## 2. Specific Tender Information

This RFT is a single-stage procurement process.

Words and phrases that have a special meaning are shown by the use of capitals e.g. RFT. Definitions are described at the back of this document.

### 2.1 RFT timeline

The timeline for this RFT is as below.

Description	Date
Publish date	Wednesday 4 September 2019
RFT briefing session	Briefing session to be advised via NTT
Deadline to register for briefing session or <b>Site inspection</b> details	Not applicable
Site visits	To be advised
Deadline for questions from Tenderers	4 p.m. Monday 21 October 2019
<b>Tender Closing Time</b>	<b>12:00pm (mid-day), Wednesday 30 October 2019</b>
Anticipated date of Acceptance of Tender	9 December 2019

All dates and times are in Cook Islands time.



## 2.2 How to contact us

All enquires must be directed to the Tender Manager. Infrastructure Cook Islands will manage all external communications through the Tender Manager.

The Tender Manager is:

<b>Name</b>	Raymond Newnham
<b>Phone Number</b>	+(682) 22317
<b>Email address</b>	raymond@moanagems.co.ck

All questions specific to this RFT or the RFT process, terms and conditions should be submitted to the Tender Manager.

## 2.3 Tender Registration

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

<b>Category</b>	72141107
<b>Title</b>	Bridge construction and repair service

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

Should there be any issues registering please advise the Tender Manager as soon as possible and alternative registration processes will be advised. The Tender Manager will acknowledge receipt of the registration.

Only registered suppliers will receive notices directly as and when they are issued. It is the responsibility of the RFT respondent to ensure that they are properly registered for this RFT. Infrastructure Cook Islands reserves the right to extend the list of registered suppliers beyond those who register interest in this RFT.

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

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

## 2.4 Submitting your Tender

Infrastructure Cook Islands requires that your Tender be submitted in either hard copy and/or electronic copy, as specified below.



**Hard Copy Submission:**

Hard copy submissions shall be provided in two separate envelopes, one containing the Non-Price Response (one marked original and two marked copies) and one containing the Price Response.

Submissions shall be packaged and labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside of the submission envelopes:

<p><b>Hard Copy Tender - Non Price Response</b></p>	<p>CONFIDENTIAL                  Non Price Response                  [RFT title and Reference No]                  For Infrastructure Cook Islands                  [Suppliers name]                  [Closing time and date]</p>
<p><b>Hard Copy Tender - Price Response</b></p>	<p>CONFIDENTIAL                  Price Response                  [RFT title and Reference No]                  For Infrastructure Cook Islands                  [Suppliers name]                  [Closing time and date]</p>

Hard copy submissions must be placed in the Tender Box located at the Infrastructure Cook Islands Office, Main Road, Arorangi, by the RFT Closing Time. Failure to do so may result in the Proposal being disqualified.

**Electronic Copy Submission:**

Electronic copy submissions shall be submitted as separate electronic files for the Non-Price Response and the Price Response.. Files being submitted shall be named as below:

<p><b>Electronic Copy Tender - Non Price Response</b></p>	<p>Non Price Response [RFT title and Reference No-ICI-Suppliers Name-File ? of ?]</p>
<p><b>Electronic Copy Tender - Price Response</b></p>	<p>Price Response [RFT title and Reference No-ICI-Suppliers Name-File ? of ?]</p>

Electronic copy submissions shall be submitted through the Electronic RFT Account by uploading the submission files to the Cook Islands Government E-Government Procurement portal at, the Asia Pacific Public Electronic Procurement Network e-GP System

(refer <https://in-tendhost.co.uk/adbprocurementnetwork.aspx/Home>).

Tenders should be submitted by the RFT Closing Time. Failure to do so may result in the Proposal being disqualified.

The Proposal shall be submitted in Portable Document Format (PDF). Suppliers should seek approval for any other alternative electronic formats.

If the supplier is not able to access or upload their submission documents through the Cook Islands Government E-Government 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 Tender Manager.





If still not successful, the Tender Manager will arrange a secure email RFT account for the upload of documents. The Electronic RFT 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 Tender Manager for this RFT.

Electronic copy submissions may also be provided on a hard drive or USB that are to be submitted as per the hard copy submission requirements above. Failure to do so may result in the proposal being disqualified.

Submissions sent via fax, will not be accepted.

## 2.5 Offer validity period

By submitting a Tender, the Tenderer will be deemed to be representing that their offer will remain open for acceptance by Infrastructure Cook Islands for **60 Working Days** from the Tender Closing Time.

## 2.6 RFT process, terms and conditions

The RFT is subject to the RFT Process, Terms and Conditions described in Section 4.

Probity is important, if Tenderers have any probity concern with regard to this particular procurement activity this should be communicated to Infrastructure Cook Islands immediately.

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

## 2.7 Later changes to the RFT or RFT process

If, after publishing the RFT, we need to change the RFT, or the RFT process, or provide Tenderers with additional information, we will supply the information to all registered suppliers by e-mail or via the default portal, the Asia Pacific Public Electronic Procurement Network e-GP System,

(refer <https://in-tendhost.co.uk/adbprocurementnetwork.aspx/Home>).

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

## 2.8 Other RFT documents

In addition to this RFT we refer to the following documents which are made available to Tenderers. These documents form part of this RFT and any subsequent Contract.

Description	Attached Documents
RFT & Contract Documents	<a href="#">Section A - Request for Tender (this document)</a> <a href="#">Section B – Non-Price Response Template</a> <a href="#">Section C - Price Response Template including the Schedule of Prices</a> <a href="#">Section D - Conditions of Contract based on NZS3910:2013</a> <a href="#">Section E – Contract General Specifications</a> <a href="#">Section F – Technical Specifications: Civil Construction Specifications</a> <a href="#">Section F-1 Technical Specifications: Structural Specifications</a> <a href="#">Appendix 01 - Additional Information</a> <a href="#">Appendix 02- Drawings</a>



## 2.9 Site visit

Where a Site visit is indicated below as mandatory, it must be attended before Tender Closing Time. A mandatory Site visit must be attended in the presence of Infrastructure Cook Islands nominated representative.

Date	Time	Is the Site visit mandatory?	Is an appointment to visit the Site required?
To be advised	To be advised	Yes	Tenderers may visit the site of their own accord in addition to the required mandatory site visit with ICI.

## 2.10 Site hazards list

An existing Site hazards list has been completed by Infrastructure Cook Islands and is included in Appendix 01 - Additional Information. This list shall not be considered a full and complete list of Site hazards and Tenderers are to inform themselves of the site hazards.



### 3. Tender Evaluation

The evaluation approach will be as below.

#### 3.1 Mandatory Conditions

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 may not proceed for Evaluation.

Criterion	Complies Yes / No
Tenderer has participated in the Site Visit.	
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.	
Tenders and related documentation must be in the English language or if in Maori translated into English.	
Tenderers must Tender to provide the whole of the works/goods/services specified in the RFT otherwise the submission will be considered as an alternative Tender.	
Tenders must be presented in hard copy (one original plus two copies) and/or electronic copy format as specified in this RFT only.	
All prices must be in NZ dollars	

#### 3.2 Supplier selection method

The tender will be evaluated by the weighted attributes method.

#### 3.3 Evaluation attributes

The following evaluation attributes and weightings will be used:

Attributes	Definition	Weighting
<b>Local Involvement</b>	The Tenderer’s proposed local involvement/support	4.0%
<b>Contract Terms</b>	The Tenderer’s departures and/or acceptance of the Contract terms	1.0%
<b>Skills &amp; Capability</b>	The Tenderer’s current capability and the competence of the personnel that the Tenderer proposes to use in areas relevant to the outputs being purchased.	10%
<b>Track Record</b>	The Tenderer’s record of delivering similar works or services to the quality standards required.	10%



<b>Methodology and Programme</b>	The procedures and method the Tenderer proposes to use to achieve the specified outcome and proposed programme.	10%
<b>Health and Safety</b>	The ability of the Tenderer to meet the required Health and Safety standards.	Pass/Fail
<b>Resources</b>	The equipment, subcontractors, including facilities and intellectual property that the Tenderer proposes to use to deliver the outputs.	Pass/Fail
<b>Financial Viability</b>	The Tenderer's ability to access the financial resources required to deliver the outputs to be purchased	Pass/Fail
<b>Price</b>	The Tenderer's bid price evaluated against the Engineer's estimate along with an assessment of the Tenderer's rationale for the price.	65%
	<b>Total Weightings</b>	<b>100%</b>

### 3.4 Grading scale

The following grading scale will be used in evaluating Tenders.

<b>85, 90, 95, 100</b>	<b>Excellent</b> (significantly exceeds the criterion)	Exceeds the criterion. Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer significant potential added value, with supporting evidence.
<b>65, 70, 75, 80</b>	<b>Very Good</b> (exceeds the criterion in some aspects)	Satisfies the criterion with minor additional benefits. Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. Response identifies factors that will offer potential added value, with supporting evidence.
<b>45, 50, 55, 60</b>	<b>Good</b> (meets the criterion in full)	Satisfies the criterion in full. Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with supporting evidence.
<b>25, 30, 35, 40</b>	<b>Minor Reservations</b> (marginally deficient)	Satisfies the criterion with minor reservations. Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.
<b>5, 10, 15, 20</b>	<b>Serious Reservations</b> (significant issues that can't be addressed)	Only partially satisfies the criterion with major reservations. Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.



0	Unacceptable (significant issues not capable of being resolved)	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.
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**Note:** Scoring a 'fail' on any attribute assessed on a pass/fail basis, or failing to score above 20 on any weighted attribute, will result in the Tenderer's offer being rejected and removed from any further evaluation.

### 3.5 Price

Infrastructure Cook Islands is under no obligation to check Tenders for errors or omissions.

If the price offered is substantially lower than other responses (an abnormally low bid), Infrastructure Cook Islands may seek to verify that the Tenderer is capable of carrying out the Contract Works and meeting all of the conditions of the Contract for the Tendered price. Where ICI is not satisfied that the price Tendered is adequate to meet the obligations of the Contract, ICI may at its sole discretion exclude the Tender from further evaluation.

If we discover price errors and/or omissions in your Tender, we will notify you. You may be allowed to correct such error and/or omission, so long as by the correction there would be no material prejudice to any other submission (as determined by ICI in its sole discretion), or you may be given the opportunity to:

- Confirm that your Tender remains open for acceptance notwithstanding the error; or
- Withdraw your Tender.

Acceptance of a Tender that contains errors will not invalidate the Contract formed by that acceptance.

### 3.6 Reference checking

ICI may carry out reference checking to assist in determining whether the Tenderer can deliver the output described in their response. Appropriate referees should be provided as part of the tender submission and be available during the RFT evaluation period.

Infrastructure Cook Islands reserves the right to use any other appropriate source of information to assist in the evaluation of the supplier including prior performance on ICI projects.

### 3.7 Due diligence

In relation to Tenderers and/or preferred Tenderers we may carry out due diligence investigations. The findings will be taken into consideration in the evaluation process.

We may undertake the following due diligence:

- Other checks, e.g. Companies Office.
- Interview Tenderers.
- Seek to interview personnel included in the tender submission
- Request Tenderers make a presentation.
- Arrange site visits.
- Test products.
- Inspect audited accounts for the last three financial years.
- Undertake a credit check.
- Undertake a Police check for all named personnel.



## 4. RFT Process, Terms and Conditions

### 4.1 Interpretation

These RFT Process, Terms and Conditions shall apply to the RFT and resulting Contract except where inconsistent with the context.

The provisions of Clause 1 of NZS 3910:2013 (as amended by any Special Conditions of Contract) shall apply to these RFT Process, Terms and Conditions.

### 4.2 Infrastructure Cook Islands Tender Manager

All enquiries regarding the RFT must be directed to Infrastructure Cook Islands Tender Manager. Tenderers must not directly or indirectly approach any representative of Infrastructure Cook Islands, or any other person, to solicit information concerning any aspect of the RFT.

Infrastructure Cook Islands will not be bound by any statement made by any person including the Tender Manager unless that statement is subsequently expressly incorporated into the Contract.

Infrastructure Cook Islands may change the Tender Manager at any time. Infrastructure Cook Islands will notify Tenderers of any such change. This notification may be posted on the Cook Islands Government Procurement website or sent by email.

### 4.3 Deadline for questions

Each Tenderer should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT document/s Tenderers should seek clarification before the Deadline for Questions.

Details of questions and answers provided during the Tender process will be logged in the Electronic Tender Account accessible by all registered Tenderers via the default portal, the Asia Pacific Public Electronic Procurement Network e-GP System,

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

A Tenderer may withdraw a request for clarification at any time prior to it being responded to.

### 4.4 Confidential information

Infrastructure Cook Islands is subject to the Official Information Act 2008. Information provided by Tenderers may be required to be disclosed under that Act.

Drawings, Specifications, Schedules and other written and technical information supplied to Tenderers shall not be used for purposes other than the preparation of a Tender without the approval of ICI. Information submitted by a Tenderer shall be regarded as confidential and shall not be disclosed to a third party except as described within this RFT or with the prior written agreement of the Tenderer.

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 2008.

### 4.5 Information from Infrastructure Cook Islands

Any information provided by ICI to Tenderers has been provided to assist Tenderers in preparing the Tender and in carrying out the Contract Works. Tenderers shall rely on the information provided by ICI but must take responsibility for how such information is interpreted. Any identified errors or omission in the information provided by ICI are to be advised immediately to Infrastructure Cook Islands.

### 4.6 Preparing a Tender

Tenderers are to provide a proposal to undertake the required scope and works and shall include all information requested by ICI in relation to the RFT.



Tenderers who wish to respond to this RFT will have:

- Undertaken all reasonable and practicable investigations and measurements, and familiarise themselves with the requirements of the RFT and relevant authorities.
- Examined the RFT and any documents referenced in the RFT and any other information provided by Infrastructure Cook Islands.
- Considered all risks, contingencies and other circumstances relating to the delivery of the Contract Works and include adequate provision in its Tender to manage such risks and contingencies. In particular, the Tenderer shall consider in their methodology the potential impact of extreme weather conditions on the Contract Works.
- If appropriate, obtain independent advice before submitting a Tender.
- Satisfied itself as to the correctness and sufficiency of its Tender, including the Tendered Contract Price and the sustainability of the pricing making up the Contract Price.
- Ensured that pricing information is quoted in New Zealand Dollars (NZ\$) and inclusive of any required freight and all relevant costs to meet the Contract requirements.
- Documented in a Statement of Departures all assumptions and qualifications made about the carrying out of the Contract Works, including any assumption that ICI or a third party will deliver any aspect of the Contract Works or incur any cost related to the delivery of the Contract Works.

There is no expectation or obligation for Tenderers to submit Tenders in response to this RFT solely to remain on any prequalified or registered supplier list.

## 4.7 Alternative Tenders

Infrastructure Cook Islands may consider any alternative Tenders which fulfil ICI's requirements. Alternative Tenders must be submitted as a separate Tender clearly identified as an alternative Tender. Tenderers may be requested during the Tender evaluation period to submit additional information to facilitate evaluation of the alternative Tender.

## 4.8 Alternative and Tagged Tenders

Tenders submitted subject to tags, conditions or endorsement may be considered as alternative Tenders. In respect of any alternatives, tags, conditions and endorsements (collectively known as Tender Tags), Infrastructure Cook Islands may at its sole discretion:

- Evaluate or reject such Tenders.
- Assign a price to any Tender Tags.
- Request that the Tenderer withdraws any Tender Tags without adjustment to the Tender price.
- Request that the Tenderer withdraws any Tender Tags with adjustment of the Tender price, provided that the adjustment is for an amount that would have been reasonably expected, if the Tender had been submitted without that Tender Tag.

All Tender Tags must be outlined in the Statement of Departures in the Non-Price Response Template.

Infrastructure Cook Islands will not be bound by any Tender Tag unless such Tender Tag has been:

- Outlined in the Statement of Departures.
- Expressly agreed by Infrastructure Cook Islands and incorporated into the Contract other than the Contractor's Tender.

## 4.9 Requirements for Tender submission and pricing

Tenders must be prepared and submitted as per the requirements of this RFT.

All Tenders and related documentation in respect of this RFT may be presented in English or Cook Islands Maori. Tenders presented in Cook Islands Maori must be provided with an English translation.



Tenderers must tender to provide services or supply materials for the whole of the works/goods/services as specified in the Tender Specifications.

The Tenderer must include rates and prices for all items of work described in the Schedule of Prices. Items against which no rate or price is entered by the Tenderer will not be paid for by ICI when the Contract is carried out and shall be deemed covered by other rates and prices in the Schedule of Prices.

Unless otherwise provided, the rates included in the Schedule of Prices shall be deemed to be fully inclusive of all allowances for On-site Overheads and for Off-site Overheads and Profit.

All prices must be in NZ dollars

## 4.10 Submitting a Tender

Each Tenderer is responsible for ensuring that its Tender is submitted as required before the Tender Closing Time. Late Tenders will not be accepted.

ICI intends to rely on all the information provided by the Tenderer (e.g. correspondence and negotiations). In submitting a Tender and communicating with ICI the Tenderer should check that all information it provides is:

- True, accurate and complete, and not misleading in any material respect.
- Does not contain Intellectual Property that will breach a third party's rights.

Where ICI stipulates an electronic two file RFT process, the following applies:

- The Tenderer must ensure that all financial information and pricing components of its Tender are provided in Price Response File(s).
- The pricing information must be clearly marked as stated in Section 2.4. This is to ensure that the pricing information cannot be viewed when the Non-Price Response is opened.

## 4.11 Third party information

Each Tenderer authorises Infrastructure Cook Islands to collect additional information from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of the RFT evaluation.

Each Tenderer must ensure that all referees provided agree to provide a reference.

To facilitate discussions between ICI and third parties each Tenderer waives any confidentiality obligations that would otherwise apply to information relevant to this Tender held by a third party, with the exception of commercially sensitive pricing information.

## 4.12 Conflict of Interest

Each Tenderer must complete the Conflict of Interest Declaration 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. Tenderers must immediately inform ICI should a Conflict of Interest arise during the RFT process. A material Conflict of Interest may result in the Tenderer being disqualified from participating further in the RFT process.

## 4.13 Ethics

Tenderers must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of ICI or the Cook Islands Government.

Any Tenderer who attempts to influence the outcome of this RFT may be disqualified from participating further in the RFT process.





ICI reserves the right to require additional declarations, or other evidence from a Tenderer, or any other person, throughout the RFT process to ensure probity of the RFT process.

#### 4.14 Anti-collusion and bid rigging

Tenderers must not engage in collusive, deceptive or improper conduct in the preparation of their Tenders or other submissions or in any discussions or negotiations with ICI. Such behavior will result in the Tenderer being disqualified from participating further in the RFT process. In submitting a Tender the Tenderer warrants that its Tender has not been prepared in collusion with a competitor.

Suspected collusive or anti-competitive conduct by Tenderers may be reported by ICI to the appropriate authority.

#### 4.15 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. Tenderers are solely responsible for obtaining approval for BTIB. Information can be requested from the BTIB office at [btib@cookislands.gov.ck](mailto:btib@cookislands.gov.ck).

#### 4.16 Evaluation Panel

ICI will convene an Evaluation Panel comprising of members chosen for their relevant expertise and experience. In addition, ICI may invite independent advisors to evaluate any Tenders, or any aspect of any Tenders.

#### 4.17 Tender Clarification

ICI may, at any time, request from any Tenderer clarification as well as additional information about any aspect of its Tender. ICI is not required to request the same clarification or information from each Tenderer.

The Tenderer must provide the clarification or additional information in the format requested. Tenderers must endeavor to respond to requests in a timely manner. ICI may take such clarification or additional information into account in evaluating the Tender.

Where a Tenderer fails to respond adequately or within a reasonable time to a request for clarification or additional information, ICI may cease evaluation of its Tender and may eliminate that Tender from the RFT process if they are deemed non-compliant.

#### 4.18 Evaluation

ICI will base its initial evaluation on the Tenders submitted in response to the RFT. ICI may adjust its evaluation of a Tender following consideration of any clarification or additional information.

ICI may make enquiries regarding the Tenderer. ICI may consider relevant information, obtained from an appropriate source of information, in the evaluation of the Tender. ICI may verify with any third party any information included in the Tender or disclosed to ICI in connection with the Tender.

#### 4.19 Negotiations with preferred Tenderer(s)

Negotiations will not be permitted between the Tender/evaluation team and any prospective suppliers during the advertising period.

ICI may at any time prior to acceptance of any Tender, negotiate with the preferred Tenderer(s) or any Tenderer following the conclusion of the advertising period. ICI may invite a Tenderer to enter into negotiations with a view to finalising Contractual arrangements included within this RFT and the Tenderers submission.



If a Tenderer is selected as preferred Tenderer then such selection does not constitute an acceptance by ICI of the Tenderer's response, or imply or create any obligation on ICI to award the Contract to that Tenderer.

ICI may at any time without being liable to the preferred Tenderer cease discussions with, and not award the Contract to, that Tenderer.

## 4.20 Elimination

ICI may reject any Tender where:

- The Tenderer has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFT.
- The Tender contains a material error, omission or inaccuracy.
- The Tenderer is in bankruptcy, receivership or liquidation.
- The Tenderer has made a false declaration.
- There is a serious performance issue in a historic or current Contract delivered by the Tenderer.
- The Tenderer has been convicted of a serious crime or offence.
- There is professional misconduct or an act or omission on the part of the Tenderer which adversely reflects on the integrity of the Tenderer.

## 4.21 Infrastructure Cook Islands additional rights

Despite any other provision in the RFT, ICI may, on giving due notice to Tenderers:

- Amend, suspend, cancel and/or re-issue the RFT, or any part of the RFT.
- Make any material change to the RFT (including any change to the Our Timeline, Our Requirements or Our Evaluation Approach).

Despite any other provision in the RFT ICI may:

- In exceptional circumstances, accept a late Tender where it considers in its sole discretion that there is no material prejudice to other Tenderers.
- In exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable.
- Accept or reject any Tender, or part of a Tender.
- Accept or reject any alternative Tender.
- At any time prior to acceptance of any Tender, withdraw the Contract from Tender.
- Not accept the lowest priced, or highest scoring or any Tender.
- Decide not to enter into a Contract with any Tenderer.
- Liaise or negotiate with any Tenderer without disclosing this to, or doing the same with, any other Tenderer.
- Provide or withhold from any Tenderer information in relation to any question arising in relation to the RFT. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Tenderer, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
- Amend the proposed Contract at any time, including during negotiations with a Tenderer.

## 4.22 Notification of outcome

Once both parties have agreed to the terms of the Contract and prior to the expiry of the Offer Validity Period ICI will formally issue a Letter of Acceptance to the successful Tenderer.



At any point after conclusion of negotiations, but no later than 30 Working Days after the date the Contract is signed, ICI will inform all unsuccessful Tenderers of the name of the successful Tenderer, if any. ICI may make public the name of the successful Tenderer on the procurement website.

If no Tender has been accepted within the period stated, ICI 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 ICI.

## 4.23 Issues and complaints

A Tenderer may, in good faith, raise with ICI any issue or complaint about the RFT, or the RFT process at any time.

## 4.24 Costs of participating in the RFT process

Each Tenderer will meet its own costs associated with the preparation and presentation of its Tender and any negotiations.

## 4.25 Ownership of documents

The RFT and its contents remain the property of ICI. All Intellectual Property rights in the RFT remain the property of ICI or its licensors. ICI may request the immediate return or destruction of any or all RFT documents and any copies. Tenderers must comply with any such request in a timely manner.

All documents forming the Tender will, when submitted to ICI, become the property of Infrastructure Cook Islands. Tenders will not be returned to Tenderers at the end of the RFT process.

Ownership of Intellectual Property rights in the Tender remain the property of the Tenderer or its licensors. However, the Tenderer grants to ICI a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Tender for any purpose related to this RFT process only.

## 4.26 Offer validity period

The Offer Validity Period is calculated from the Tender Closing Time. Tenders are to remain valid and open for acceptance by Infrastructure Cook Islands for the Offer Validity Period.

## 4.27 No binding legal obligations

No legal or other obligations shall arise between the Tenderer and ICI in relation to the conduct or outcome of the Tender process unless both parties have agreed to the terms of the Contract, and until that Tenderer has received written notification of the acceptance of its Tender.



## 5. Definitions

In relation to the RFT the following words and expressions have the meanings described below.

Term	Definitions
<b>Confidential Information</b>	Information that: <ul style="list-style-type: none"> <li>• is by its nature confidential;</li> <li>• is marked by either Infrastructure Cook Islands or a Tenderer as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted';</li> <li>• is provided by Infrastructure Cook Islands, a Tenderer, or a third party in confidence;</li> <li>• Infrastructure Cook Islands or a Tenderer knows, or ought to know, is confidential.</li> </ul> Confidential information does not cover information that is in the public domain through no fault of either Infrastructure Cook Islands or a Tenderer.
<b>Tender Closing Time</b>	The deadline that Tenders are to be delivered or submitted to Infrastructure Cook Islands as stated in Section 2, under 2.1.
<b>Deadline for Questions</b>	The deadline for Tenderers to submit questions to Infrastructure Cook Islands as stated in Section 2, under 2.1. See also Section 4.3
<b>Evaluation Panel</b>	Infrastructure Cook Islands Evaluation Panel as per Section 4. Also known as the Tender Evaluation Team
<b>Procurement Portal</b>	Cook Islands Government E-Government Procurement portal at, the Asia Pacific Public Electronic Procurement Network e-GP System (refer <a href="https://in-tendhost.co.uk/adbprocurementnetwork/asp/Home">https://in-tendhost.co.uk/adbprocurementnetwork/asp/Home</a> ).
<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Notices to Tenderers (NTT)</b>	Known as Notice to Tenderers (NTT) or Addenda
<b>Tender Manager</b>	Infrastructure Cook Islands Tender Manager is identified in Section 2. The Tenderer's Tender Manager is identified in its Tender.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by Infrastructure Cook Islands for the carrying out of the Contract Works as described in Section 2.8.
<b>Response</b>	Tender submitted by the Tenderer.
<b>RFT</b>	Means Request for Tender.
<b>RFT-Terms</b>	Means the Request for Tender - Process, Terms and Conditions as described in Section 4.
<b>Supplier</b>	A person, business, company or organisation that supplies or can supply goods or services or works to Infrastructure Cook Islands.

