Request for Tender



Mental Health Facility Construction

| Reference No: | CK212209 |
|------------------|------------------|
| Date of Release: | 10 November 2021 |

Cook Islands Investment Corporation

All queries regarding this Request for Tender should be directed to: Contact Officer Sally Hosking-Naea <u>sally.hosking-naea@cookislands.gov.ck</u>

TENDER CLOSING TIME: 4pm (CI Time) Friday 26 November 2021

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Contents

| GLOSSARY AND DEFINITIONS | 4 |
|--|----|
| INTRODUCTION | 5 |
| Summary of Requirements | 5 |
| CONDITIONS OF TENDERING | 6 |
| Contact Officer | 6 |
| Tender Registration | 6 |
| Tender Closing Time | |
| Submission of Tender | 7 |
| Electronic Format Submission | |
| Conflict of Interest Declaration | 8 |
| Further information or clarifications | |
| Probity | |
| Selection Process | |
| Notification of Acceptance | |
| Confidentiality | |
| Non-Resident Tenderer | |
| Mandatory Conditions | |
| ATTACHMENT 1 – TENDER SPECIFICATIONS | |
| Project Overview | |
| DESCRIPTION OF THE WORKS | |
| SPECIFICATIONS | |
| Constraints on how the Contractor Provides the Works | |
| REQUIREMENTS FOR THE PROGRAMME | |
| Work by others | 14 |
| ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED | 16 |
| Instructions | 16 |
| A1 – Form of Tender | |
| A2 – Conflict of Interest Declaration | |
| A3 – Completed Schedule of Prices | 20 |
| A4 – LIST OF REFEREES WHO MAY BE CONTACTED | 21 |
| ATTACHMENT 3 – EVALUATION CRITERIA | 22 |
| Mandatory Conditions | |
| EVALUATION CRITERIA | 22 |
| Rısк | 23 |
| ATTACHMENT 4 – CONTRACT CONDITIONS | 24 |
| ATTACHMENT 5 – DESIGN DRAWINGS | 25 |
| ATTACHMENT 6 – DESIGN BRIEF | 26 |
| ATTACHMENT 7 – ENGINEERING REPORT | 27 |

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 Mental Health Facility construction project (the 'project') as further described in Attachment 1 – Tender Specifications. The project is funded by the Cook Islands Government.

The RFT is based on the Early Contractor Involvement (ECI) approach whereby the preferred Contractor, selected from this RFT process, will be invited in the first instance to enter into discussions with the Client on the Tender Specifications and based on the Contractors Tender Submission. The aim is for the Client and the preferred Contractor to discuss construction techniques, material selections, and design enhancements before the construction drawings are finalised, a final price is agreed and the contract signed.

Responses to this RFT must be for the whole of the works described in the Tender Specifications. Tenderers may, in addition to submitting a Tender that meets the Tender Specifications, submit *alternative specifications* comprising of a list of suggested design changes that will improve the building performance or create cost savings without compromising on performance. *Alternative specifications* will form part of the initial discussions between the Client and preferred Contractor, should the Tenderer who offered the *alternative specifications* be the preferred Contractor. The contract works budget is \$700,000NZD.

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 | 10 November 2021 | |
|--|--|--|
| Deadline for submission of questions to RFT: | 9am (Cl Time) Wednesday 24 November 2021 | |
| Deadline for submission of tenders to RFT: | 4pm (Cl Time) Friday 26 November 2021 | |
| Preferred Contractor notified | January 2022 | |

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: | Sally Hosking-Naea |
|-----------------|---------------------------------------|
| Address: | Takuvaine Rd |
| | Avarua, Rarotonga |
| | Cook Islands |
| E-mail: | sally.hosking-naea@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 |
|----------|--|
| 72121100 | Commercial and office building construction services |

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: 4pm (CI Time) Friday 26 November 2021

It is the Tenderer's responsibility to ensure that their tender reaches the Electronic Tender Account (<u>https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home</u>), 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/aspx/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/aspx/BuyerProfiles

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

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

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

Conflict of Interest Declaration

Tenderers must complete the Conflict of Interest Declaration form in Attachment 2 to disclose any potential or actual conflicts of interest that they may have or may be perceived to have, in respect of their responsibilities to the 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 deadline for submitting questions is <u>9am (CI Time) Wednesday 24 November 2021</u>

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.

A short-list of two (2) preferred Contractors will be identified. The most preferred Contractor, being the highest ranked on the short-list, will be invited to enter into discussions with the Client on the Tender Specifications and based on the Contractors Tender Submission. The contract will only be awarded if/when the Client and Contractor agree on a design, contract price and timeframe. If the Client and preferred Contractor are unable to reach an

agreement, CIIC reserves the right to invite the next preferred Contractor to enter into discussions and to award the contract to that Contractor if/when an agreement on the design, contract price and timeframe is reached.

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.

The preferred Contractor and next preferred Contractor 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 name of the successful Tenderer and final contract price.

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. 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 <u>www.btib.gov.ck</u>.

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 as specified in the Tender Specifications.
- 5. Tenders must be presented in electronic copy format as specified in this RFT. Telefax and hardcopy tenders will not be accepted.
- 6. All prices must be in New Zealand dollars.

ATTACHMENT 1 – TENDER SPECIFICATIONS

Project Overview

Te Marae Ora Cook Islands Ministry of Health (TMO) has prioritised the need to establish an acute inpatient mental health facility at Rarotonga Hospital. The facility is necessary for treating patients with acute and severe mental illness needing 24/7 care. There is no existing acute mental health inpatient facility in the Cook Islands.

The proposed new facility is to be purpose built to support the TMO model of care for improving mental health services and long-term health outcomes. To meet current needs the facility will provide inpatient care for up to four (4) patients at a time.

The Design Brief for the facility is provided as a reference document in Attachment 6. This RFT process is for the entire build and fitout work except any electrical and IT installation work and loose furniture.

The Electrical Services Contractor is being engaged under a separate procurement process due to the sensitivities surrounding installation work.

The Contractor selected from this RFT process for the construction works will work in collaboration with the Electrical Services Contractor and the Client to successfully complete a fit-for-purpose Mental Health Facility for the Cook Islands.

Construction works is estimated to commence in January 2022. Commissioning of the new facility is expected to take place in May 2022.

Description of the works

The Contractor will be responsible for completing the following works:

Demolition & site works - refer to Drawings in Attachment 5 and Engineering Report in Attachment 7

- 1. Remove existing old Nurses building to ground level, level out site and compact with crushed coral or metal. Dispose of demolition waste. Decommission & remove any remaining building services;
- 2. Remove and dispose of old galvanised fencing posts;
- 3. Ensure protection of live services and nearby structures;
- 4. Ensure compliance with Environmental protection measures of the Engineering Report.

Construction works – refer to Drawings in Attachment 5 and Engineering Report in Attachment 7

- 1. Construct new building in accordance with the construction drawings. If required, produce specified shop drawings for prior approval by the Client;
- 2. Install plumbing fixtures, water and wastewater lines and connections, drainage, rainwater harvesting, water tank(s), pumps, hot-water solar heaters, and other water services stated on the drawings;
- 3. Provide a central water shut-off valve for emergencies;
- 4. Connect new building wastewater drainage to existing hospital wastewater treatment system (facilitate installation works with system installer Raro Plumbing as pay all associated costs);
- 5. Manufacture cabinetry and fixed furniture;
- 6. Provide assistance to the Electrical Services Contractor to enable their works to be completed discretely;
- 7. Manufacture or purchase and install window and door joinery.

General requirements

- 1. Obtain and maintain liability insurances required in the Conditions of Contract;
- 2. Purchase all required materials, settling all delivery charges and import clearances, and ensuring materials remain secure throughout the project duration;
- 3. Supply water, fuels and lubricants as needed;
- 4. Provide temporary power to complete the works and obtain necessary permits;
- 5. Coordinate and make allowances and access available to Electrical Services Contractor in ceilings and walls before lining.
- 6. Manage the Contractors work including contract administration, site and off-site activities, and implementation of Health and Safety plans;
- 7. Provide all tools, equipment, plant, machinery and operators, labour and certified tradesmen to complete the works;
- 8. Settle 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;
- 9. Provision of weekly progress reports to the Client on work completed and work yet to be completed, and attending weekly site meetings;
- 10. Transferring all product warranties to the Client at practical completion; and
- 11. Clearing of all debris and reinstatement of the site at the completion of the works.

Specifications

1. Laws, regulations and standards

The Contractor is required by law to comply with all Cook Islands Acts, Regulations and Bylaws, including but not limited to the following:

- Building Controls and Standards Regulations 1991, and the National Building Code 1990
- Public Health Act 2004 and its regulations
- Environment Act 2003
- Employment Relations Act 2012

2. Materials to be used

The material grades and/or product details are identified throughout the Drawings. 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 National Building Code.

3. Supervision and expertise

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

4. Building services installers

Ancillary building services installation, such as plumbing and drainage and temporary power, must be carried out by qualified and registered installers. All applicable legislations, rules, tests and procedures governing the respective building services must be complied with at all times.

5. 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 prior to signing the contract.

6. 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.

7. 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 will have possession of the Site for the sole purpose of carry out the Works. The Contractor has possession of the Site from the starting date. The Contractor must provide access to the Clients other contractors during the works for the sole purpose of carrying out their respective works.

2. Working hours

Work on the Site is restricted to Monday to Saturday, 8am to 5pm. Work outside these hours may be permitted but will require consultation and approval from the Client. No work is permitted on Sundays, Christmas Day (25 December) and Good Friday.

3. Noise and dust

Noise on site must be minimised so far as reasonably practicable. All dust resulting from concrete and site work must be properly contained.

Requirements for the programme

- 1. CIIC will maintain the full programme of works capturing all contracts and work areas associated with the Project. The programme of works will be agreed between the parties at an initial meeting to be held prior to the signing of the contract. The Contractor is required to provide weekly updates against the programme of works.
- 2. The new Mental Health Facility is expected to be commissioned in May 2022.

Work by others

The Electrical Services Contractor will be responsible for the following work areas:

- Installation of all electrical services
- Installation of door controls
- Installation of wireless fire alarm system
- Installation of IT system
- Supply and laying of underground single mode fiber optic cable from Mental Health Facility
- Supply and installation of mechanical ventilator and air conditioning unit

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 or the Tenderer will be deemed non-compliant and be excluded from the tender evaluation process:
- 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 the following information at sufficient detail to *demonstrate the Tenderers understanding of the works, and ability to complete the works successfully*. Tenderers who fail to supply all items listed or a sufficient level may be asked to provide additional information or to attend an interview in person during the evaluation process.
- Indicative Programme of Works covering the procurement and shipping duration, construction and fitout.
- Descriptive summary outlining how the Tenderer intends to work collectively with the Client and Electrical Services Contractor to successfully deliver a fit-for-purpose Mental Health Facility for the Cook Islands.
- Overview of similar works completed within the last 5 years.
- 3. Optional Tenderers are invited to submit alternative specifications comprising of a list of suggested changes that will improve the performance or create cost savings without compromising on performance. This is not a mandatory requirement but may be taken into account in the scoring of value for money.

A1 – Form of Tender

Cook Islands Investment Corporation Avarua, Rarotonga PO Box 51

| Tender For: | Mental Health Facility Construction |
|-------------|-------------------------------------|
| Tenderer: | [Name of Tenderer] |

Having examined the Tender Documents in relation to Tender Reference No. CK212209 released by Cook Islands Investment Corporation, we submit the following offer.

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 inline with the Requirements for the Programme 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.

- Additional information to demonstrate our understanding of the works and ability to complete the works successfully.
- Optional alternative specifications.

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

| No. | ITEM DESCRIPTION | TOTAL |
|-----|---|-------|
| 1 | SITE PREPARATION / DEMOLITION / CIVIL / LANDSCAPING | |
| 2 | FLOOR CONSTRUCTION | |
| 3 | WALL CONSTRUCTION | |
| 4 | ROOF CONSTRUCTION | |
| 5a | DOOR AND WINDOW JOINERY (Excluding 5b Doors) | |
| 5b | D01,D02, D05, D06, D10, D11, D13, D14 | |
| 6 | PLUMBING | |
| 7 | FINISHING | |
| 8 | FURNITURE & FITOUT | |
| 9 | PRELIMINARY & GENERAL | |
| 10 | CONTRACTORS MARGIN | |
| | Sub-total | |
| | VAT | |
| | TOTAL | |

Complete this section only if an advance payment will be required.

- a. Value of proposed advance payment NZD\$_____. ___. (Note: this sum must not exceed 50% of the total tender price)
- b. Performance bond to the value of the advanced payment will be issued by [insert name of bank or surety issuer] as security for advanced payment(s).
 (Note: the performance bond will be held by the Client until the sum of all payments made to the Contractor are equal to or more than the value of works completed. Costs associated with obtaining the performance bond must be included in the preliminaries and general costs).

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 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. Has the relevant experience and competencies to implement both contracts successfully. | 15 |
| 4. Tenderers approach/methodology demonstrates good understanding and appreciation of the Tender Specifications and intended outcomes. | 20 |
| Total Non-Price Elements | 45 |
| Price (including consideration of alternative specifications) | 55 |
| 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.

ATTACHMENT 5 – DESIGN DRAWINGS

See separate file labelled Attachment 5 – Design Drawings.

ATTACHMENT 6 – DESIGN BRIEF

See separate file labelled Attachment 6 – Design Brief.

The design brief is provided for reference only.

ATTACHMENT 7 – ENGINEERING REPORT

See separate file labelled Attachment 7 – Engineering Report

The Engineering Report is provided for reference only.