

Request for Tender



Ministry of Justice Accessibility Improvements

Reference No:	CK212216
Date of Release:	10 May 2022

Cook Islands Investment Corporation

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

Contact Officer Tangianau Taoro

tangianau.taoro@cookislands.gov.ck

TENDER CLOSING TIME: 4pm (CI Time) Tuesday 24 May 2022

[This page is intentionally left blank]

Contents

GLOSSARY AND DEFINITIONS	4
INTRODUCTION	5
SUMMARY OF REQUIREMENTS.....	5
<i>Contact Officer</i>	6
<i>Tender Registration</i>	6
<i>Tender Closing Time</i>	7
<i>Submission of Tender</i>	7
<i>Electronic Format Submission</i>	7
<i>Conflict of Interest Declaration</i>	8
<i>Further information or clarifications</i>	8
<i>Probity</i>	8
<i>Selection Process</i>	8
<i>Notification of Acceptance</i>	9
<i>Confidentiality</i>	9
<i>Non-Resident Tenderer</i>	10
MANDATORY CONDITIONS.....	11
ATTACHMENT 1 – TENDER SPECIFICATIONS	12
PROJECT OVERVIEW	12
DESCRIPTION OF CONTRACT 1 DESIGN CONSULTANT CONTRACT	12
DESCRIPTION OF CONTRACT 2 INSTALLATION AND COMMISSIONING CONTRACT	14
SPECIFICATIONS	15
CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS	16
REQUIREMENTS FOR THE PROGRAMME.....	16
WORK BY OTHERS	16
ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED	17
INSTRUCTIONS.....	17
A1 – FORM OF TENDER.....	18
A2 – CONFLICT OF INTEREST DECLARATION.....	20
A3 – COMPLETED SCHEDULE OF PRICES	21
A4 – LIST OF REFEREES WHO MAY BE CONTACTED.....	22
ATTACHMENT 3 – EVALUATION CRITERIA	23
MANDATORY CONDITIONS.....	23
EVALUATION CRITERIA	23
RISK	24
ATTACHMENT 4 – CONTRACT CONDITIONS.....	25
ATTACHMENT 5 – CONCEPT DRAWINGS	26
ATTACHMENT 6 – SITE PHOTOS	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
ECI	Early Contractor Involvement
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.
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 contract to Design, Install and Commission a passenger lift for the Ministry of Justice Accessibility Improvements Project (the 'project') as further described in Attachment 1 – Tender Specifications.

This RFT is for two (2) contracts and adopts the Early Contractor Involvement (ECI) approach. Responses to this RFT must be for both contracts covering the whole of the works.

- **Contract 1: Design consultant**

The successful tenderer will be engaged in the first instance as a design consultant. For this stage, the Contractor will produce the design for the passenger lift, working in collaboration with the Client, and taking into account site conditions and relevant codes and standards. Once the design is finalised, and subject to acceptance of the final price offer for Contract 2, the Contractor will be offered the Installation and Commissioning contract.

- **Contract 2: Installation and Commissioning**

The successful contractor will be responsible for the complete supply and installation of the lift based on the agreed design produced in Contract 1. The Contractor will also provide maintenance and training support as outlined in the Tender Specifications. Subject to final design, the baseline estimate for contract 2 is \$100,000.

A short-list of two (2) preferred Tenderers will be identified from this RFT process. The most preferred Tenderer, being the highest ranked on the short-list, will be offered Contract 1 for Design Consultancy services. Contract 2 for Installation and Commissioning will only be awarded if/when the objectives of the Design Consultancy services contract have been achieved. If, at any time during Contract 2 it is found that the Contractor fails to meet the requirements and standards as per the agreed design and specifications, CIIC reserves the right to negotiate the delivery of Contract 2 with the next short-listed preferred Tenderer. The next short listed preferred tenderer will be required to continue using the design aspects from the first tenderer in Contract 1.

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.

Tenderers may choose to carry out site visits before submitting a bid, and in order to assess the technical and site constraints associated with the works. The cost of attending site visits, preparing and submitting a Tender shall be borne by the Tenderer.

Key Dates

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

Issue of RFT	Tuesday 10 May 2022
Deadline for submission of questions to RFT:	4pm (CI Time) Friday 20 May 2022
Deadline for submission of tenders to RFT:	4pm (CI Time) Tuesday 24 May 2022
Contract award	On or about 15 June 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: Tangianau Taoro, Project Manager
Address: Takuvaine Rd
Avarua, Rarotonga
Cook Islands
E-mail: Tangianau.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/asp/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
72154010	Elevator installation, maintenance and repair 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) Tuesday 24 May 2022

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.

Hardcopy and 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 4pm (CI Time) Friday 20 May 2022

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 Tenderers will be identified. The most preferred Tenderer, being the highest ranked on the short-list, will be offered Contract 1 for Design Consultancy services. Contract 2 for Installation and Commissioning will only be awarded if/when the objectives of the Design Consultancy services contract have been

achieved. If the Contractor is not performing well, CIIC reserves the right to negotiate the delivery of the Supply/build contract with the next short-listed preferred Tenderer.

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. Hardcopy and telefax tenders will not be accepted.
6. All prices must be in New Zealand dollars.

ATTACHMENT 1 – TENDER SPECIFICATIONS

Project Overview

The Ministry of Justice (MoJ) in Rarotonga has accessibility issues especially for the infirm, elderly and disabled. Since the completion of the new building in 2004, the disabled, elderlies and infirm have had difficulties in accessing the courthouse and MoJ services due to the unavailability of safe and easy access.

This RFT seeks to resolve this issue through the provision of a passenger lift, capable of transporting a minimum of 3 people plus a wheelchair at a time.

Being the first lift in the Cook Islands, the RFT has been based on the Early Contractor Involvement (ECI) approach and structured in two (2) parts, with each part being a separate contract.

The preferred tenderer will be a Contractor with the specialist expertise and successful track record in designing and supervising passenger lift installations and associated works such as electrical and mechanical installation, communications, fire services, lift well and pit construction.

- **Contract 1: Design consultant**

The successful tenderer will be engaged in the first instance as a design consultant. For this stage, the Contractor will produce the design for the passenger lift, working in collaboration with the Client, and taking into account site conditions and relevant codes and standards. Logistics involved in the installation, servicing, maintenance, and ongoing technical support shall also be considered. Once the design is finalised, and subject to acceptance of the final price offer for Contract 2, the Contractor will be offered the Installation and Commissioning contract.

- **Contract 2: Installation and Commissioning**

The successful contractor will be responsible for the complete supply and installation of the lift based on the agreed design produced in Contract 1. The Contractor will also provide maintenance and training support directly or through its subcontractors. Subject to final design, the baseline estimate for contract 2 is \$100,000.

The Contractor will work in collaboration with the Client to design and deliver a passenger lift that is fit-for-purpose, durable and suitable for the environmental conditions of the site.

Description of Contract 1 Design consultant contract

Scope

The Design Consultant will provide the following services:

1. Conduct site visits, undertake assessments and investigations and discuss project needs, constraints, and lift options with the Client;
2. Develop and submit draft concept designs and design report to the Client for approval (the Client intends to involve technical reviewers at this stage. 5-10 days to be allowed for technical review);
3. Contractor to receive feedback from the Client, and provide detailed designs and design report including technical details to the Client for approval (the Client may require further technical reviews at this stage. 10 days to be allowed for technical review);
4. Contractor to produce schedule of prices and delivery programme; and
5. Contractor to Offer a lump-sum price to complete the works according to the design package and specifications, and delivery programme.

Specific Design Requirements

The design for the new lift shall satisfy relevant requirements of the following standards:

1. NZS 4121 Design for Access and Mobility – Buildings and Associated Facilities
2. NZS 4334 Platform lifts and low-speed lifts
3. AS/NZS 11801.1 Information Technology – generic cabling for customer premises
4. AS3000 Electrical Installations
5. EN81 Lift Code
6. NZS 4223.1 Code of Practise for glazing in buildings
7. NZS 4223.3 Glazing in buildings Part 3: Human impact safety requirements
8. Cook Islands Building Control and Standard Act 1991
9. Cook Islands Building Code 2019
10. Cook Islands Energy Act 1998

Design features

The design features shall allow for, as a minimum, the following:

1.	Capacity / Weight	:	3 Persons plus a wheel chair (340 kg approx.)
2.	Quantity	:	1
3.	Type of Lift	:	Outdoor passenger lift
4.	Travel	:	4.2 meters (approx.)
5.	Floors	:	2 floors (2 stops and 2 openings on same side).
6.	Car Enclosure	:	Suitable for salt-spray environment
7.	No. of Car Entrance	:	One location front – Centered
8.	Clear Entrance	:	To NZS4334:2012
9.	Color	:	The colour of the elevator door should contrast with the surrounding surface so as to be easily distinguishable by persons with visual impairments.

Requirements for design report and/or design drawings

In addition to demonstrating compliance with the above, the following details shall be provided:

1. Passenger Lift selection details including brand/manufacturer, lift type, drive type, , travel speed, lift well plan size, pit depth, headroom, etc
2. Lift entrance type, entrance size, door finish, door frame finish, etc
3. Lift car - internal size and height,
4. Lift car finishes – front, side, rear, ceiling, lighting, floor, handrails, skirting panels
5. Lift car and landing fixtures – car control button panels, car position indicator, landing call panels. Indicator position
6. Lift emergency system – telephone, lighting
7. Electrical requirements – lift mains supply, lift pit power outlets, sump pump power outlets, emergency telephone
8. Fire performance requirements – lift shaft and shaft door fire rating and smoke seals
9. Lift shaft structural design including steel and concrete works with associated calculations
10. Disabled persons features
11. Producer Statement or alternative design certification

Timelines

As time is of the essence the scope must be implemented immediately, or within a reasonable time period, following the awarding of the Contract. The Design Consultant will commit a minimum of 3 days in-country to assess the site and discuss options with the Client. The remainder of the scope is expected to be completed over the next two to four weeks which time excludes review and feedback on the designs. This contract will end when a lump-sum price offer is accepted by CIIC. If CIIC does not accept an offer despite several reiterations of scope items numbered 2 or 3, the CIIC may choose to terminate the contract.

Description of Contract 2 Installation and Commissioning Contract

1 Scope

The Contractor will be engaged to complete the following works:

1. Produce and submit to the Client the shop drawings, site management and safety plans, and Inspection Test Plans
2. Obtain and maintain liability insurances required in the Conditions of Contract. Refer to Sec. 83;
 - Loss of or damage to the works, Plant and Materials
 - Loss of or damage to Equipment
 - Death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract.
 - Loss of or damage to property (except the works, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor providing the works.
3. Purchase all required materials, settling all delivery charges and import clearances, and ensuring materials remain secure throughout the project duration;
4. Supply water, fuels and lubricants as needed;
5. Obtain necessary electrical wiring permits;
6. Manage the Contractors work including contract administration, site and off-site activities, and implementation of Health and Safety plans;
7. Install safety barriers to secure work area from unauthorised access and erect safety signage as needed.
8. Provide all tools, equipment, plant, machinery and operators,
9. Mobilise and/or engage local subcontractors with the required capabilities to complete all Works in line with the final designs.
10. Engage a minimum of two (2) local competent technicians to be involved in the works from start to end and to be trained in basic operating and maintenance procedures.
11. 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;
12. Provision of weekly progress reports to the Client on work completed and work yet to be completed, and attending weekly site meetings;
13. Producing as-built designs (in pdf and dwg formats), operating, servicing and maintenance manuals, and replacement parts order details, and transferring these to the Client prior to completion;
14. Conducting tests and commissioning procedures according to the ITPs and to satisfy the building regulatory requirements.
15. Supply 10% spare parts for all items requiring replacements within a 2 year cycle
16. Clearing of the temporary site office (if constructed), all debris and reinstatement of the site at the completion of the works.

17. Provide all required routine maintenance and servicing during the 12-month defects notification period.
18. Provide to the Client an on-going maintenance contract for the period following the expiry of the defects notification period. He Client is not required to accept this contract and may seek offers from others.

Specifications

1. Laws, regulations and standards

The Contractor is required by law to comply with all relevant 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 and 2019
- Environment Act 2003
- Employment Relations Act 2012
- Investment Code Order 2003 (regulated by Business Trade Investment Board)
- Immigration Act 2021

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 National Building Code or relevant New Zealand Standards adopted by reference in the NBC.

3. Supervision and expertise

All construction activities and installation work 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 by the Contractor for approval by the Client within one (1) week of the contract commence date.

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.

Constraints on how the Contractor Provides the Works

1. Use and possession of the site

The Contractor will have possession of that portion of the Site for the sole purpose of carrying out the 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, Anzac Day and Good Friday. Work during Court sittings will be restricted to non-vibration / no-noise work only. Work plans will be agreed between the Contractor, Client and Ministry of Justice during the Design phase.

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. No noise will be permitted during Court Sitting times.

Requirements for the programme

The programme of works will be agreed between the parties at an initial meeting to be held prior to finalising the Design. The Contractor is required to provide weekly updates against the programme of works until completion is reached.

The completion target is August 2022 however subject to final design and programme of works.

Work by others

Subject to the final designs agreed in Contract 1, the Client and Contract may agree to portions of work being undertaken by others. These, for example, may include the following:

- Construction of concrete masonry walls and security doors
- Construction of first floor roof extensions
- Installation of security surveillance at both floors' entrance
- Installation of bollards at the ground floor entrance, signage and marking of parking areas

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 – maximum of 5 pages permitted.
 - Descriptive summary of at least 3 completed projects similar to this project,
 - Key technical staff (employees and subcontractors) to be involved in the design and/or installation contract, their experience and relevant qualifications;
 - Descriptive Methodology summarising how the Tenderer intends to work with the Client to achieve the objectives.
- b. Product Literature/Technical Specifications for proposed lift options with the approximate cost of each option, considered for use on the project

3. Tenderers who fail to supply all of the items listed in 1 and 2 above will be deemed non-compliant and may be excluded from the tender evaluation process.

A1 – Form of Tender

Cook Islands Investment Corporation
 Avarua, Rarotonga
 PO Box 51

Tender For:	Ministry of Justice Accessibility Improvements
Tenderer:	[Name of Tenderer]

Having examined the Tender Documents in relation to Tender Reference No. CK212216 and dated 10 May 2022, released by Cook Islands Investment Corporation, we submit the following offer.

We offer to:

1. Provide the whole of the Design Consultancy services 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; and
2. Complete, handover to the Client and remedy defects in the whole of the Works in conformity with these Tender Documents for a fixed Main Contractor's off-site overhead and profit fee of [insert the price offered in text with the value in numbers thus (NZD\$_____.)] stated exclusive of Value Added Tax.

We acknowledge receipt of Notices _____ to _____.

We **agree/do not agree** to the Conditions of Contract provided 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
- Product Technical 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

<u>Contract 1 Design Consultancy Services Fixed Fee</u>			
The fixed fee must include all costs associated with delivering the Contract 1 Scope as described in Attachment 1.			
Milestones	<i>Amount exclusive of VAT</i>	<i>VAT amount (if applicable)</i>	<i>Total inclusive of VAT (if applicable)</i>
	\$	\$	\$
Undertake site visits to assess site conditions and discuss Client needs			
Present concept designs and design report, including cost estimates to the Client for review			
Receive feedback and provide detailed designs and design report to the Client for approval, and revised cost estimates			
Total contract 1 Fees			
<u>Contract 2 Installation and Commissioning Main contractor's overheads and profit</u>			
The main contractor's overheads and profit is a fixed fee (dollar amount).			
For the purpose of this RFT, the main contractor's overheads and profit <u>excludes</u> any costs associated with the purchase & delivering of all materials, labour, plant, equipment, offsite and onsite construction management, site safety and traffic management procedures, site consumables i.e. water, power, etc., subcontracted specialist trades, and applicable building and utility permits, insurances and the like.			
A total lump-sum price for Contract 2 will be calculated when Contract 1 is complete. Tenderers must not price this work here.			
Total Contract 2 Fixed Fee for Main Contractor's overheads and profits.	<i>Amount exclusive of VAT</i>	<i>VAT amount</i>	<i>Total inclusive of VAT</i>
	\$	\$	\$

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. All prices quoted must be landed inclusive of freight and relevant charges to final point of delivery”	
6. Tenders must be presented in electronic format only as specified in this RFT.	
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/or partnered with local company to deliver the works	5
2. Acceptance of the contract terms or the Tenderer’s proposed amendments are acceptable	5
3. Reputable supplier/ installer with vast relevant experience and competencies to implement the contract successfully and to provide responsive backup support.	20
4. Tenderers approach/methodology demonstrates good understanding and appreciation of the Tender Specifications and intended outcomes.	20
Total Non-Price Elements	50
Price	50
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 draft Contracts.

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 – CONCEPT DRAWINGS

The Concept Drawings are provided for information purposes only.

See separate file labelled **Attachment 5 – Concept Drawings**.

ATTACHMENT 6 – SITE PHOTOS

The photos are provided for information purposes only.

See separate file labelled **Attachment 6 – Photos of Proposed Lift Location.**