CONTRACT WORKS REQUEST FOR TENDERS (RFT) TEMPLATE

INSTRUCTIONS

This template is to be used for the procurement of Contract Works with a value of $100,000 or more by:

* single stage open Tender (advertised on GETS)
* single stage direct source/closed Tender (one or more Tenderers invited to Tender)
* the second stage of a two stage open Tender (open Registration of Interest (ROI) followed by a closed RFT to short-listed Tenderers).

The template is for use with:

* Medium Works Contract ($50,000-$500,000)
* Major Works Contract NZS3910:2013 ($500,000 or more).

Key to highlighting:

* Green: Instructions and guidance
* Yellow: Content to be inserted by the Procurement Officer
* Blue: Responses to be inserted by the Tenderer.

In this template, the buyer (the Ministry or School Board of Trustees) is referred to as “the Principal” which is the legal entity that enters into a contract (not to be confused with the “school principal”).

Contractors that have submitted a Tender or may submit a tender are referred to as “Tenderers”.

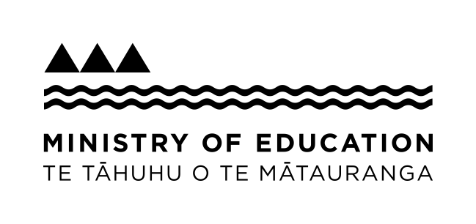
When identifying the name of the school in the Procurement title, follow this with (the School). The specified school may then be referred to as “the School” throughout the RFT.

**Content in the RFT must be consistent with the relevant approved Procurement Plan.**

Prior to publication:

1. delete all unused optional content
2. ensure all [green] and [yellow] highlighting has been removed
3. update the Contents table:
   1. right click on contents table
   2. select “Update table”
   3. select “Update entire table”
   4. click “OK”
4. delete the Instructions page (this page)
5. save separate Word document versions of:
   1. Section 4 Form of Tender Part A (file name: Form of Tender Part A Procurement Title at Name of School,
   2. Section 4 Form of Tender Part B (file name: Form of Tender Part B Procurement Title at Name of School
6. save the whole RFT document (including Section 4: Form of Tender Part A and B) as a PDF document (file name: “Procurement Title at Name of School RFT”)

THIS INSTRUCTIONS PAGE AND ALL GREEN AND YELLOW HIGHLIGHTING MUST BE DELETED PRIOR TO SUBMITTING THIS DOCUMENT FOR ENDORSEMENT/APPROVAL/PUBLICATION

[The Ministry of Education[Or]The Board of Trustees for [Name of School]



(the Principal)

Request for Tenders (RFT)

[Nature of the Contract Works] for [Nature of the Project] at [Name of School] (the School)

[e.g. Main building contractor for the refurbishment of a four classroom block at Bugtown School (This is the “procurement title”)]

Reference Number (if available)

RFT released: [Date]

Deadline for Questions: [Time date]

Deadline for Tenders: [Time date]

## Contents

[SECTION 1: Key Information 4](#_Toc482971168)

[SECTION 2: The Requirement 8](#_Toc482971169)

[SECTION 3: Tender Evaluation 12](#_Toc482971170)

[SECTION 4: Form of Tender Part A: Non-price Criteria 14](#_Toc482971171)

[SECTION 4: Form of Tender Part B: General, Price, Due Diligence and Declaration 19](#_Toc482971172)

# Key Information

## Context

* + 1. This Request for Tenders (RFT) is an invitation to suitably qualified contractors to submit a Tender for procurement title at Name of School.
    2. Words and phrases that have a special meaning are shown by the use of capitals and are defined in the RFx Process Terms and Conditions (Section 1.6).
    3. The Proposed Contract is based on the Ministry of Education’s (The Ministry’s) [Medium Works Contract][OR][Major Works Contract (NZS3910:2013)].
    4. General background information on New Zealand’s school property portfolio is at: [Information for Suppliers.](https://education.govt.nz/school/property/state-schools/project-management/procurement/suppliers/)

## Indicative Timeline

* + 1. The indicative timeline for this RFT is:

|  |  |
| --- | --- |
| RFT released | [Date] |
| Deadline for Questions from Tenderers | [Date] |
| [Optional]Deadline to register for a briefing session | [Date] |
| [Optional]Deadline to register for a Site visit | [Date] |
| [Optional]Date of briefing session [one: [location]] | [Time] [Date] |
| [Optional]Date of briefing session [two: [location]] | [Time] [Date] |
| [Optional]Date of [site visits] (week starting) | [Date] |
| **Deadline for Tenders** | [**Time**] [**Date**] |
| [Optional]Tenderer [presentations/interviews] (week starting) | [Date] |
| Unsuccessful Tenderers notified of outcome (week starting) | [Date] |
| Tenderer debriefs, week starting | [Date] |
| Anticipated date of Acceptance of Tender | [Date] |

* + 1. All dates and times are dates and times in New Zealand.
    2. The timeline may be subject to change via Tender Notification.

## Point of Contact

* + 1. The Point of Contact for this RFT is:

**Name: [Procurement Officer name]**

**Role: Procurement Officer**

* + 1. All enquiries in relation to this RFT must be directed to the Point of Contact through the GETS question/answer function. Requests for clarification and questions relating to developing a Tender must be made before the Deadline for Questions (Section 1.2a). All communications in relation to this RFT will be managed by the Point of Contact.
    2. By subscribing in GETS to the Tender Notice for this RFT, you will automatically be informed by email of all Tender Notifications for this RFT.
    3. [Optional] The Principal will hold [number] briefing session[s] for Tenderers on [time/date(s)] at [location(s)]. The purpose of briefing sessions is to clarify the scope of the Contract Works as detailed within this RFT. [The/Each] briefing session will be limited to [number] persons per Tenderer. Any additional information made available at briefing sessions will be communicated by Tender Notification to those Tenderers that have subscribed to the Tender Notice for this RFT in GETS. Tenderers wishing to attend a briefing session must register with the Point of Contact by the date detailed in the Indicative Timeline (paragraph 1.2) through the GETS question/answer function with the following information:
* Tenderer’s name
* names(s) of those attending
* contact phone number
* [If multiple briefing sessions] briefing session registering for.
  + 1. [Either (if site visits)]Tenderers will be given the opportunity for a site visit. Site visits will be limited to [number] persons per Tenderer. Tenderers wishing to attend a site visit must register with the Point of Contact by the date detailed in the Indicative Timeline (paragraph 1.2) through the GETS question/answer function with the following information:
* Tenderer’s name
* names(s) of those attending
* contact phone number
  + 1. All Tenderers shall be deemed to have inspected the Site(s) before submitting their Tender.
    2. [Or (if no Site visits)]Site visits are not available for this RFT and Tenderers must not access the School for any purposes related to this RFT.[Note: not allowing site visits may result in claims for unforeseen conditions]

## Developing your Tender

* + 1. Tenders for this RFT must include all the information requested in and be in the format and set out in the Form of Tender (Part A and Part B). Microsoft Word document versions of the Form of Tender (Part A and Part B) are included with the GETS Tender Notice for this RFT.
    2. Tenderers must complete and sign the Tenderer’s Declaration in the Form of Tender Part B.
    3. [Optional][Additional instructions e.g. limit on number of pages and font size, format for soft copies etc.]
    4. Tenders are limited in size to 100mb.

## Submitting your Tender

* + 1. Tenders for this RFT must be submitted electronically through the GETS e-Tender box function. It is recommended that uploading process be undertaken with sufficient time to allow the upload to complete before the Deadline for Tenders (particularly important for Tenders greater than 10mb).
    2. To submit a Tender through GETS:

1. be registered as a supplier in GETS
2. subscribe to the Tender Notice for this RFT
3. in the Tender Notice, click “Tender a Response”
4. complete the on-line form, attach your Tender and click “Commit” (Tenderers will receive an auto-generated email from GETS acknowledging receipt of the Tender)
   * 1. Tenders submitted other than through the GETS e-Tender function (e.g. hand delivered, post or fax) may be rejected as non-compliant.
     2. Tenderers must submit Form of Tender (Parts A and B) as separate files clearly named:

**Tenderer Name - Procurement Title at Name of School RFT Form of Tender Part A**

**Tenderer Name - Procurement Title at Name of School RFT Form of Tender Part B**

## RFT Process Terms and Conditions

* + 1. This RFT is [an open/a closed] competitive Tender process and is subject to the RFx Process Terms and Conditions at: [School Property Procurement RFx Process Terms and Conditions (Conditions of Tendering) 2020-3](https://education.govt.nz/assets/Documents/Primary-Secondary/Property/Procurement/School-Property-Procurement-RFx-Process-Terms-Conditions-Conditions-of-Tendering-2020-3.pdf)
    2. **Tender Validity Period:** In submitting a Tender, the Tenderer agrees that its Tender will remain open for acceptance by the Principal for [number] calendar months from the Deadline for Tenders.

## Later changes to the RFT or RFT process

* + 1. Following release of this RFT, any changes to the RFT document or RFT process or any additional information to be provided to Tenderers will be communicated through the GETS question/answer function or by issuing an Addendum to the RFT through GETS. By subscribing to the Tender Notice for this RFT, you will be automatically notified by auto-generated email of changes/additional information provided through the GETS question/answer function and/or by Addendum to the RFT.
    2. All answers communicated through the GETS question/answer function and all Addenda to the RFT form part of this RFT.

## Tender Documents

* + 1. Documents attached to the GETS Tender Notice for this RFT and which form part of this RFT (Tender Documents) are:
       1. RFT (pdf)
       2. Form of Tender Part A
       3. Form of Tender Part B [[Major Works only](including Major Works Contract Tags Table)]
       4. [Under $500,000][Medium Works Contract:
* The Contract Agreement
* Part 1 – Special Conditions of Contract
* Part 2 – General Conditions of Contract for Medium Works Contract Agreement]

[**OR**]

[$500,000 or more][Works Contract (NZS 3910:2013) (the Works Contract):

* The Contract Agreement
* Schedule 1: Special Conditions of Contract, Specific Conditions of Contract (specific requirements for the Works)
* Schedule 2: Special Conditions of Contract; Other Conditions of Contract (amendments to NZS 3910:2013 standard contract)]
  + - 1. Schedule of Prices [Details the format Tenderers must use for pricing the Contract Works and may include: quantities, rates, Preliminaries, Provisional Sums, Provisional Items, Prime Cost Sums.]
      2. Drawings as listed: [appended to the RFT as A3 documents with a drawing register as a record. Drawings may be electronically issued providing a hard copy record is maintained]
* [Drawing number – drawing title – description]
  + - 1. Specifications as listed:
* [Specification number – specification title – description]
  + - 1. [Other information (specify)][E.g. resource consent information, topographical surveys, soil investigation reports, building survey reports, existing information related to utilities, asbestos survey records, information on known health and safety risks].
    1. The order of priority of Tender Documents is stipulated in the Contract.

## Concerns and Complaints

* + 1. Any concern or complaint a Tenderer has in regard to this RFT must be raised with the Point of Contact (Section 1.3) in the first instance.
    2. If an issue or complaint that remains unresolved following best endeavours at resolution with the Point of Contact, the issue or complaint may be escalated by emailing the Ministry’s Education Infrastructure Service Procurement Team: [EIS.Procurement@education.govt.nz](mailto:EIS.Procurement@education.govt.nz)(Email title: “Issue with Procurement Title at Name of School RFT – [GETS reference number]”.

# The Requirement

## Background

[Describe the project (of which this procurement is a part) in sufficient detail to provide a context for understanding the overall Scope of Works. This may include:

* Outcome sought
* History
* Overview of the programme of which this project is a part
* requirements for phasing and / or staged handover of the project
* Project consultants are:
* [e.g. Project Manager]: [name]
* [e.g. Quantity Surveyor]: [name]
* [e.g. Lead Designer]: [name]
* [Other (specify)]: [name].]

## Required solution (method and approach)

* + 1. The Contract Works required are: [Describe the Contract Works in sufficient detail to provide the Procurement Sponsor with a clear understanding of the scope of works]
       1. [nature of the Works (e.g. demolition, new build, redevelopment, roofing replacement]
       2. [size/scale]
       3. [requirements for phasing and/or staged handover of the project]
       4. [description of the site including conditions, known constraints]
       5. The Contractor will be engaged through a [Under $500,000][Medium Works Contract. No Contract related tags will be considered.][OR $500,000 or more][Major Works Contract. The Principal has a strong preference for RFT responses with no Contract related tags. If tags are raised, they will be considered on a case by case basis by the Principal as part of the RFT evaluation]. The Principal prefers there to be no drawings and specification related Tags.
       6. [Optional][Significant non-standard terms and conditions to the Contract are:
  + [describe significant non-standard terms and conditions]]
    - 1. See Tender Documents for further information.
    1. Timeframes are:
       1. [indicative/preferred/required] Start date: [date]
       2. [indicative/preferred/required] [milestones]: [date]
       3. [indicative/preferred/required] Due Date for Completion: [date]
       4. [limitations (e.g. work to be completed during school holidays)].
    2. To satisfactorily deliver the Contract Works, the Contractor must:
       1. have a comprehensive, workable programme for completing the Contract Works
       2. have a robust method, approach, systems and processes to effectively manage cost, time and quality risks
       3. operate a documented health and safety policy and system that aligns with AS/NZS 4801:2001 and/or the requirements set out at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).
       4. have, as standard practice, the implementation of a Site Specific Safety Plan (SSSP) for the Contract Works that aligns with the SSSP at: [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).
    3. Safety hazards and associated critical risks that have been identified as specific to the Contract Works and which must be included in a SSSP for the Contract Works are:
  + [List safety hazards and associated critical risks identified to date].
    1. Contractor’s personnel (including those of all subcontractors) who are likely to have unsupervised (not chaperoned by a teacher, school staff member or parent) access to students at the School during normal school hours must be Police vetted (a review by the school Board of Trustees of a person’s criminal conviction and other relevant information held by the New Zealand Police Vetting Service). An adverse police vet may result in the vetted person being refused access to the School.
    2. [Include if the Contract Works include installation of ICT cabling]ICT network installations must be conducted by an installer from the [Ministry Approved ICT Cabling Installer List.xls](http://www.education.govt.nz/assets/Documents/Primary-Secondary/Property/Running-a-school/Approved-ICT-Contractors-List.xls) in compliance with the standards at: [ICT Cabling Infrastructure policy and standards for schools](http://www.education.govt.nz/assets/Documents/School/Running-a-school/Technology-in-schools/technical-info/ICTCablingInfrastructurePolicyandStandardsforSchoolsv4.pdf).
    3. The Ministry will provide Contract Works Insurance for accidental loss and/or damage under the Proposed Contract. An Excess of $5,000 will apply to all Contracts, except $25,000 for loss arising from testing and commission (the supplier will be liable for the Excess). Further information is available at: [Insurance for school property projects](http://www.education.govt.nz/insurance/).
    4. The Principal will be responsible for maintaining insurance for existing structures within the defined boundary of the site. Existing structures and relevant insurance policies will be identified in the Works Contract. The Contractor will be liable for paying any excess on such policies where it is responsible for damage to the existing structures.
    5. The Contractor will be required to maintain insurances as detailed in the Works Contract:
       1. a minimum of $2 million[or more if appropriate] Public Liability insurance
       2. a minimum of third party motor vehicle insurance for all vehicles to be used in delivering the Contract Works
       3. sufficient insurance for the plant and equipment used to complete the Contract Works.

## Capability (skills and expertise)

* + 1. The Contractor must have sufficient capability to satisfactorily deliver the Contract Works as evidenced by:
       1. relevant, recent experience (delivering Contract Works of a similar nature in a comparable setting)
       2. a good track record (supported by confirmation from referees and any other information the Principal may have or obtain).
    2. [Optional]The Contractor must nominate specific individuals (Key Personnel) for the following key roles:

[Specify key roles as indicated by the nature of the project (scale/complexity/risk)]

* + - 1. [e.g. Contract Representative]
      2. [e.g. Site Manager]
      3. [e.g. Site Foreman]
      4. [e.g. Quality Manager]
      5. [e.g. Health and Safety Manager]
    1. Key Personnel must have sufficient capability to enable the Contractor to satisfactorily deliver the Contract Works as evidenced by the Key Personnel having:
       1. relevant, recent experience
       2. a good track record (supported by confirmation from referees and any other information the Principal may obtain or have in its possession)
       3. [Optional]The following qualification/certification/accreditation/professional membership:
* [Specify the key role, the qualification/certification/accreditation/professional membership and whether it is required or preferred].
  + 1. [Optional] The Contractor must confirm subcontracting arrangements for key trades (listed in “Proposed subcontractors” tab of the Contract Works Price Schedule). Subcontractors for key trades must have sufficient capability and experience of working with the Tenderer to enable the Contractor to satisfactorily deliver the Contract Works.
    2. The Contractor must be capable in relation to health and safety as evidenced by accreditation to one of the following health and safety accreditations or to a comparable health and safety accreditation:
       1. AS/NZS 4801:2001 (Occupation Health and Safety Management Systems)
       2. One of the industry standard health and safety accreditations listed at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).

## Capacity (resources and availability)

* + 1. The Contractor must have sufficient capacity to satisfactorily deliver the Contract Works by the Due Date for Completion as evidenced by:
       1. sufficiency and availability of organisational resources
       2. sufficiency and availability of Key Personnel
       3. [Optional]contingency: adequacy of the back-up resources (including for Key Personnel).

## Price

* + 1. Pricing information required from Tenderers and the format for its presentation is set out in the Schedule of Prices (Tender Document).
    2. The tendered Price must:
       1. include a breakdown of all costs, fees, expenses and charges associated with the satisfactory delivery of the Contract Works and remedying of defects in the whole
       2. clearly state the total Contract Price in NZ$ exclusive of GST
       3. specify all rates (either hourly or daily or both as required) where the Price, or part thereof, is based on fee rates
       4. take into account all risks, contingencies and other circumstances relating to the satisfactory delivery of the Contract Works including adequate provision in the Price to manage such risks and contingencies
       5. Include reference to all assumptions and qualifications made about the satisfactory delivery of the Contract Works, including in the financial Pricing information. Any assumption that the Buyer or a third party will incur cost related to the delivery of the Requirements must be stated, and the cost estimated, if possible
    3. The Principal is under no obligation to check Tenderers’ pricing for errors or omissions.
    4. If a Tenderer offers a price that is substantially lower than other Tenders (an abnormally low bid) or the Principal is not satisfied that the price offered is not adequate to meet the obligations of the Contract, the Principal may exclude the Tenderer from further evaluation or selection as preferred or seek to verify that the Tenderer is capable of satisfactorily delivering the Contract Works and meeting all of the conditions of the Proposed Contract for the price quoted.
    5. If the Principal discovers price errors and/or omissions in any Tender, the Principal will notify the relevant Tenderer and the Tenderer may be given the opportunity to:
       1. correct such error and/or omission so long as by the correction there would be no material prejudice to any other Tenderer (as determined by the Principal in its sole discretion),
       2. confirm that its Tender remains open for acceptance notwithstanding the error, or
       3. withdraw its Tender.
    6. Acceptance of a Tender that contains (an) error(s) will not invalidate the Contract formed by that acceptance.

# Tender Evaluation

## Evaluation method and criteria

Tenders will be evaluated by an Evaluation Team (ET) using a weighted attribute model against the following criteria:

[Weightings must be as per approved procurement plan]

|  |  |
| --- | --- |
| Criterion | Weighting |
| Proposed Solution (method and approach)  * Comprehensiveness, deliverability and robustness of:   + the proposed programme for completing the Contract Works   + method, approach, systems and processes * Tenderer’s understanding of the Requirement/Scope of Works * Analysis of tags (proposed Contract, drawings and specifications) * Health and safety: suitability of the Tenderer’s draft/example SSSP | [15%]  [default or:]  [10-35%] |
| Capability (skills and expertise) Of the Tenderer [and Key Personnel]:   * Relevance and recentness of comparable experience * Quality of track record * Suitability of qualifications * Health and safety:   + accreditation   + experience operating a documented health and safety policy and system | [10%]  [default or:]  [10-35%] |
| Capacity (resources and availability) Of the Tenderer [and Key Personnel]:   * Sufficiency of resources * Availability of resources * [Optional]Sufficiency of back-up resources (contingency) | 5% |
| **Price (including adjustments for Tags)** | [70%]  [default or:]  [50-70%] |
| TOTAL | 100% |

## Scoring

* + 1. Tenders will be scored for each non-price criterion using the following scoring scale:

|  |  |  |
| --- | --- | --- |
| Rating | Definition | Score |
| **EXCELLENT** | Exceeds the criterion to provide substantial additional benefit and/or reduction of risk | 9-10 |
| **GOOD** | Exceeds the criterion to provide some additional benefit and/or reduction of risk | 6-8 |
| **ACCEPTABLE** | Meets the criterion | 5 |
| **MINOR DEFICIENCY** | Does not meet the criterion due to minor deficiency or risk | 3-4 |
| **MAJOR DEFICIENCY** | Does not meet the criterion due to major deficiency or risk | 1-2 |
| **UNACCEPTABLE** | Does not comply, insufficient information provided or unacceptable deficiency or risk | 0 |

* + 1. A Tender may be excluded from further evaluation/selection if it is scores four or less (deficient or unacceptable) for any evaluation criteria.
    2. A Tender evaluated as being unacceptable for health and safety will be scored four or less (deficient or unacceptable) for Proposed Solution and/or Capability and may be excluded from further evaluation/selection.

## Price evaluation

Price evaluation will involve:

* + - 1. calculating an Adjusted Price for each Tender based on:
* [Optional]Provisional sums (values set by the Principal for specific elements of the Contract Works that are not defined in enough detail for Tenderers to accurately price)
* Preliminary & General (submitted by the Tenderer)
* Trade Summary (submitted by the Tenderer)
* Tag premiums (values applied to offset the Principal’s acceptance of Tags)
* Variation value (% On-site and % Off-site Overheads for variations (submitted by the Tenderer) applied to an estimate of the amount by which the Contact may increase following commencement)
* Contractor’s Margin (submitted by the Tenderer)
  + - 1. Applying a price score (out of 10) to Adjusted Prices using the following formula:
      2. *Tender A’s price score = (Lowest Tender’s Adjusted Price / Tender A’s Adjusted Price) x 10*
      3. Note: the price scoring formula will only be applied to only those Tenders determined by the ET to be acceptable for non-price criteria.

## Due diligence

Due diligence may be undertaken on one or more Tender/Tenderer and the results may be taken into account in the evaluation/selection process. Due diligence may include:

* + - 1. reference checks
      2. clarifications, interviews, and/or presentations
      3. Police vetting of personnel
      4. other checks (e.g. validity of proposal, financial, probity, legal).

# Form of Tender Part A: Non-price Criteria

### [QUESTIONS IN THIS SECTION (4: FORM OF TENDER PART A) ARE SAMPLES ONLY AND MUST BE AMENDED/ADDED TO/DELETED TO SUIT THE REQUIREMENTS OF THE PROCUREMENT.]

### PART A AND PART B OF THE FORM OF TENDER MUST BE SUBMITTED ELECTRONICALLY AS SEPERATE WORD DOCUMENTS

### Procurement Title at Name of School Reference number (if applicable)

|  |  |
| --- | --- |
| Tenderer name | The Tenderer |

|  |  |
| --- | --- |
| 1. Proposed Solution (Method and Approach) | Weighting: [xx]%  [as per para 3.1] |
| * 1. Describe the Tenderer’s (your) proposed method/approach for satisfactorily delivering the Contract Works including the following: [add/delete/amend list as required] * outline draft construction management plan * options for expediting the Contract Works * preliminary quality plan describing procedures for meeting the quality requirements of the Proposed Contract * allocation of resources to work activities * construction methods * site establishment, contractors facilities and security * utilities and connections * traffic management (vehicular and pedestrian access, routes and parking) * temporary diversions, relocations or protection works * environmental management and disruption (e.g. sediment, noise, dust and vibration) including methods to reduce construction disturbance/impact on the school or to the public * commissioning and handover * defects management * your systems and processes * coordination/management of subcontractors * any innovation you wish to propose * the key benefits of your Tender * if relevant, how your proposed solution will beneficially exceed the requirements. | |
| [Answer] | |
| * 1. Provide (as a [number] x A3 page appendix to your Tender) a preliminary works programme for satisfactorily delivering the Contract Works by the Due Date for Completion including: * critical path * phasing/staging * procurement lead in times * milestones. * Provide a supporting statement outlining: * key dependencies and risks * opportunities and options for completing the works earlier if feasible. | |
| [Answer (supporting statement)] [Append preliminary Works programme to your Tender] | |
| * 1. Describe how the relationship between with the Principal/Engineer will be managed during the Works Contract including: * contact points and availability * accountabilities * regular progress reporting * issue resolution and escalation process. | |
| [Answer] | |
| * 1. List what you consider to be the [number] key risks for the Contract Works and outline your proposed treatment for each. | |
| [Answer] | |
| * 1. Confirm that you operate a documented health and safety policy and system that aligns with AS/NZS 4801:2001 and the requirements set out at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).   If confirmed, state how long your organisation has operated its health and safety policy and system. If not confirmed, provide an explanation. | |
| [Confirmed: [state how long your organisation has operated its health and safety policy and system] / Not Confirmed: [Explanation]] | |
| * 1. Append a draft SSSP for this Works Contract or a previous example of a SSSP that includes the management of the site specific safety hazards and associated critical risks listed at Section 2.2d. | |
| [Append a draft/example SSSP] | |
| [To be included if the Contract Works includes ICT network installation]   * 1. Confirm that ICT network installations are to be conducted by an installer from the [Ministry Approved ICT Cabling Installer List.xls](http://www.education.govt.nz/assets/Documents/Primary-Secondary/Property/Running-a-school/Approved-ICT-Contractors-List.xls) in compliance with the standards at: [ICT Cabling Infrastructure policy and standards for schools](http://www.education.govt.nz/assets/Documents/School/Running-a-school/Technology-in-schools/technical-info/ICTCablingInfrastructurePolicyandStandardsforSchoolsv4.pdf). If unable to confirm, provide an explanation. | |
| [Confirmed / Not Confirmed: [Explanation]] | |

|  |  |
| --- | --- |
| 1. Capability (Skills and Expertise)   [Delete this Section (or questions in the section) if covered in a preceding ROI] | Weighting: [xx]%  [as per para 3.1] |
| * 1. Provide an overview of your organisation’s capability including: * a brief history including number of years of operating in the relevant market/region * professional memberships/accreditations. | |
| [Answer] | |
| * 1. Describe your organisation’s experience delivering Contract Works of a similar nature in a comparable setting and detail two recent examples including: * a brief description of the project * your organisation’s specific involvement * customer name * date * location. | |
| [Answer] | |
| * 1. Nominate specific personnel (Key Personnel) for each of the key roles listed in Section 2.3b and for each; append a CV (of no more than [number] x A4 pages) that includes: * full name * relevant qualifications/certifications/accreditations/membership of professional associations * a brief overview of recent employment history including:   + - * + employers and locations         + dates employed         + roles and responsibilities * a description of recent, comparable engagements that the nominated person has acted in the key role. | |
| [List the key roles for which the Tenderer is required to nominate a Key Personnel as listed in Section 2.3b]   * [e.g. Contract Representative]: [name of nominated person] * [e.g. Site Manager]: [name of nominated person] * [e.g. Site Foreman]: [name of nominated person] * [e.g. Quality Manager]: [name of nominated person] * [e.g. Health and Safety Manager]: [name of nominated person]   [Append a [number] x A4 page CV for each of the above nominated personnel] | |
| * 1. List your nominated subcontractors by completing the Trade Summary tab of the Works price schedule and for each of the following key trades, provide the following information: * nominated subcontractor’s name * contact person/telephone number * relevant organisational experience * key personnel and their relevant experience * track record working with your organisation.   Where a key trade is not to be subcontracted, state “In house”. | |
| [List the key trades for which the Tenderer is to provide an information about the nominated sub-contractor]   * [Key trade 1]: [subcontractor information] * [Key trade 2]: [subcontractor information] | |
| * 1. Confirm your accreditation to one of the following health and safety accreditations or to a comparable health and safety accreditation: * AS/NZS 4801:2001 (Occupation Health and Safety Management Systems) * One of the private sector health and safety accreditations listed at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).   If confirmed, specify which accreditation and append evidence. If not confirmed, provide an explanation. | |
| [Confirmed: [specify which accreditation and append evidence] / Not Confirmed: [Explanation]] | |

|  |  |
| --- | --- |
| 1. Capacity (Resources and Availability)   [Delete this Section (or questions in the section) if covered in a preceding ROI] | Weighting 5% |
| * 1. Provide an overview of your organisation’s capacity including: * structure and leadership (append an organisational chart) * number of staff (e.g. employees, associates) * offices and locations. | |
| [Answer] | |
| * 1. Outline your plan for ensuring that sufficient suitable personnel (including sub-contractors) will be available for satisfactory delivery of the Contract Works by the Due Date for Completion including: * what resources will be assigned to carry out the Contract Works (numbers and whether employees or sub-contractors) * local presence of the your resources * any recruitment required to meet capacity requirements * the scalability of resources * potential resource constraints or circumstances that may affect capacity * any other capacity related risks and how you intended to manage them * back-up resource (contingency) planning. | |
| [Answer] | |
| * 1. Outline current/potential commitments to other engagements/projects that may affect your capacity including: * start and end dates and percentage complete (current commitments) * outstanding tenders including expected award date, approximate value and duration (potential commitments). | |
| [Answer] | |
| * 1. For each of the Key Personnel listed in Section 4.2.3, outline: * their level of commitment (e.g. full time/part time) over the period of the Contract Works * potential constraints or circumstances that may affect the capacity/availability of the Key Person (e.g. other engagements/contracts) * your contingency plan for ensuring the availability of suitably qualified/experienced alternative personnel. | |
| List the specific roles for which the Tenderer is required to nominate a Key Person (from Section 2.3b)]   * [Key Role]   + - * + [name of nominated person]         + [level of commitment]         + [potential constraints]         + [contingency] | |
| * 1. List specific plant and equipment required to deliver the Contract Works and detail: * how you will obtain required plant and equipment (you own it, you will lease/hire it) * how you intend to ensure that you will have it available when required * any potential plant and equipment resource constraints or circumstances that may affect availability (e.g. other engagements). | |
| [Answer] | |
| * 1. [For closed RFTs following open ROI only] Detail any changes to capacity that may have occurred since submission of your ROI response (e.g. changes to resource availability resulting from recently accepted commitments). | |
| [Answer] | |

# SECTION 4: Form of Tender Part B: General, Price, Due Diligence and Declaration

### PART A AND PART B OF THE FORM OF TENDER MUST BE SUBMITTED AS SEPERATE DOCUMENTS

### Procurement Title at Name of School Reference number (if applicable)

|  |  |
| --- | --- |
| 1. Tenderer’s Details [Delete this Section for a single stage open RFT] | |
| Tenderer name: | Tenderer Name |
| Updated details | [Either “N/A” or update details if changed from ROI, Section:  4.1 (Tenderer’s details)  4.2 (Joint Venture / Consortium or similar arrangement)  4.3 (Tenderer’s Contact Person)] |

|  |  |
| --- | --- |
| 1. Tenderer’s Details [Delete this Section for a closed RFT following short-listing from an open ROI] | |
| Tenderer name: | Click here to enter text. |
| Full legal name (if different) | [Legal name] |
| Physical address | [Main or head office] |
| Postal address | [E.g. P.O Box address] |
| Registered office | [Registered office if applicable] |
| Business website | [URL] |
| Type of entity (legal status) | [E.g. sole trader/partnership/limited liability company] |
| Registration number | [Company registration number if applicable] |
| Country of residence | [Country where the Tenderer is resident for tax purposes] |
| GST registration number | [NZ GST number OR Overseas based] |

|  |  |
| --- | --- |
| 1. Joint Venture / Consortium or similar arrangement (“N/A” if not applicable) | |
| Type of arrangement | [Type of arrangement] |
| Participants | [Names of organisations participating in the arrangement] |
| Details | [Any other relevant information such as name of lead organisation, history] |

|  |  |
| --- | --- |
| 1. Tenderer’s Contact Person | |
| Contact person | [Full name of the person authorised to represent the Tenderer] |
| Title/position | [Title/position of the Tenderer’s contact person] |
| Telephone number | [Area code - number] |
| Mobile number | [Prefix - number] |
| Email address | [Email address] |

|  |  |
| --- | --- |
| 1. Referees   [For closed RFTs following open ROI: delete if referees have been requested in the preceding ROI]  Provide the details of two referees from recent customers for whom you have delivered comparable Contract Works. Tenderers must ensure that the referees have agreed to be referees and are aware that they may be contacted by the Principal. By providing these contact details you authorise the Principal contacting these referees, collecting information about the Tenderer and using such information for the evaluation (including due diligence) of the Tender. You also agree that information provided by referees will be confidential to the Principal. | |
| Referee One | |
| Organisation name | [Organisation name] |
| Contact name: | [Contact name] |
| Telephone | [Contact telephone number] |
| Email | [email address] |
| Referee Two | |
| Organisation name | [Organisation name] |
| Contact name | [Contact name] |
| Telephone | [Contact telephone number] |
| Email | [email address] |

|  |
| --- |
| 1. Police Vetting |
| As per paragraph 2.2e, confirm that all personnel (including all sub-contractors) who are likely to have unsupervised access to students at the school during normal school hours agree to be Police vetted (If unable to confirm, provide an explanation).  Note:   * “Unsupervised” means not chaperoned by a school staff member or parent. * A Police vet is a review by the School of a person’s criminal conviction and other relevant information held by the New Zealand Police Vetting Service. |
| [Confirmed / Not Confirmed: [Explanation]] |

|  |
| --- |
| 1. Insurance |
| * 1. Confirm that for the Contract Works, you agree to be insured for accidental loss and/or damage under the Ministry’s Contract Works Insurance (including an excess of $5,000 except for an excess of $25,000 for loss arising from testing and commissioning)([Insurance for school property projects](http://www.education.govt.nz/insurance/)). If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that for the Contract Works, you agree to maintain a minimum of [$2 million (more if appropriate)] Public Liability insurance. If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that you maintain a minimum of third party motor vehicle insurance for all vehicles to be used to deliver the Contract Works. If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that you maintain sufficient insurance for all plant and equipment to be used to deliver the Contract Works. If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |

|  |
| --- |
| 1. Due Diligence   The Principal may undertake checks to assess the risk of entering into a Contract with a Tenderer. A Tender/Tenderer may be excluded from further evaluation or selection as preferred if the Principal determines that entering into a Contract with a Tenderer represents a significant risk to the Principal. In this section “the Tenderer” includes any joint venture/consortium participant as listed in Section 4.5. |
| * 1. Confirm that there are no events, matters or circumstances whether actual, contemplated or threatened, that have or may represent a risk to the Principal or affect your ability to satisfactorily deliver the Contract Works including (but not limited to): * actions of insolvency proceedings, bankruptcy, administration (voluntary or otherwise), statutory management, compulsory winding up, receivership or similar * legal proceedings, investigation or the threat of investigation by any regulatory or investigative authority such as the Commerce Commission, Serious Fraud Office or the Financial Markets Authority * structural/ownership changes (e.g. merger, sale, restructure) * disputes (e.g. union dispute, legal dispute, court action) * being declared a threat to national security or the confidentiality of sensitive government information * being designated as a terrorist by New Zealand Police.   If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that your organisation is not a “phoenix” organisation or similar (an organisation which has an association with (e.g. common directors/shareholders) or that is used to take on the business of a failed organisation or an organisation considered to have a poor reputation).   If unable to confirm, provide an explanation including the name of the organisation. from which your organisation is a phoenix organisation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that no director, principal or Key Personnel of your organisation: * is the subject of any legal proceedings, investigation or the threat of investigation by any regulatory or investigative authority such as the Commerce Commission, Serious Fraud Office or the Financial Markets Authority * has been convicted of a criminal offence related to business or professional conduct * has been declared to be bankrupt, in receivership or liquidation * has made a false declaration * has had a serious performance issue in relation to previous Contract Works * has been convicted of professional misconduct or any serious crime or offence (or has any pending) * has performed an act or omission which has adversely reflected on the commercial integrity of your organisation * has failed to pay taxes, duties or other levies * has been declared a threat to national security or the confidentiality of sensitive government information * is a person or organisation designated as a terrorist by New Zealand Police.   If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |

|  |
| --- |
| 1. Conflicts of Interest |
| * 1. Confirm that you are not aware of any circumstance that may represent an actual, potential or perceived Conflict of Interest between your interests and your duties/responsibilities in delivering the Contract Works. If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that you are not aware of any of the Principal’s personnel having any interest in, or association with your organisation that may give rise to any perceived, potential or actual Conflicts of Interest. If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |

|  |
| --- |
| 1. Tags and Assumptions   [Medium Works (under $500k)]Contract related Tags will not be considered. The Principal prefers there to be no drawings and specification related Tags.  [Major Works ($500k or more)]The Principal has a strong preference for RFT responses with no Contract related tags. If tags are raised, they will be considered on a case by case basis by the Principal as part of the RFT evaluation. The Principal prefers there to be no drawings and specification related Tags. |
| [Major Works ($500k or more) only: delete this question for Medium Works (under $500k)]   * 1. Confirm that there are no Contract related tags. If not confirmed, complete the attached Major Works Contract Tags Table. |
| [Confirmed / Not Confirmed (complete the attached Major Works Contract Tags Table)] |
| * 1. Confirm that there are no drawings/specifications related Tags. If not confirmed, provide the following detail for each Tag: * Drawing/specification reference * a full description of the drawings/specifications related Tag * your reasons for proposing the Tag |
| [Confirmed / Not Confirmed (detail each Tag as above)] |
| * 1. Confirm that your Tender is not based on any assumptions. If unable to confirm, provide the following detail for each assumption: * Tender document reference * a full description of the assumption * the potential impact of the assumption. |
| [Confirmed / Not Confirmed (detail each assumption as above)] |

|  |  |
| --- | --- |
| 1. Price | Weighting [xx]%  [as per para 3.1] |
| As per paragraph 2.5 and on the basis that the Tenderer has examined the site and all Tender Documents for the Contract Works, state the total Price to carry out, supply, construct, complete, deliver and remedy defects in the whole of the said Contract Works in conformity with these Tender Documents (or such other sum as may be ascertained in accordance with the Contract Documents).  Complete and append the Schedule of Prices template (attached to the GETS Tender Notice for this RFT), ensuring that it is consistent with the total Price stated below. | |
| A Schedule of Prices has been completed and is attached.  $[Total Price] (excluding GST) | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Tenderer’s Declaration | | | | |
| Item | Declaration | | Declaration | |
| RFx Process Terms and Conditions | I have read and fully understand this RFT including the RFx Process Terms and Conditions (Section 1.6) and related GETS questions/answers and Tender Notifications. I confirm that the Tenderer agrees to be bound by them. | | [Agree/Disagree] | |
| Collection of further information | I authorise the Principal to:   1. collect relevant information about my organisation and Key Personnel (except commercially sensitive pricing information) from any relevant third party, including a referee, or previous or existing client and 2. use such information in the evaluation of this Tender.   The Tenderer agrees that all such information will be confidential to the Principal. | | [Agree/Disagree] | |
| The Requirement | I have examined the site and read and fully understand the nature and extent of The Requirement (Section 2). I confirm that the Tenderer has the necessary capability and capacity to fully meet or exceed the Requirement (satisfactorily deliver the Contract Works by the Due Date for Completion). | | [Agree/Disagree] | |
| Ethics | In submitting this Tender, the Tenderer confirms that it:   1. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor 2. has not directly or indirectly approached any representative of the Principal (other than the Point of Contact) to lobby or solicit information in relation to the RFT 3. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Principal. | | [Agree/Disagree] | |
| Offer Validity Period | I confirm that this Tender, including the price, remains open for acceptance by the Principal for the Offer Validity Period stated in Section 1.6. | | [Agree/Disagree] | |
| Conflicts of Interest | All Conflicts of Interest that the Tenderer is aware of have been reported in the Conflict of Interest Section of the Form of Tender. Where a Conflict of Interest arises during the RFT process, the Tenderer will report it immediately to the Point of Contact. | | [Agree/Disagree] | |
| DECLARATION  I declare that in submitting this Tender and declaration:   * + 1. the information provided is true, accurate and complete and not misleading in any material respect     2. the Tender does not contain intellectual property that will breach any third party’s rights     3. I have secured all appropriate authorisations to submit this Tender, to make the statements and to provide the information in the Tender and I am not aware of any impediments to entering into a Contract to deliver the Contract Works.     4. I understand that the falsification of information, supplying misleading information or the suppression of material information in the Tender and this declaration may result in the Tender being eliminated from further evaluation or selection and may be grounds for termination of any Contract awarded as a result of the RFT.   By signing this declaration, the signatory below confirms that he/she has been authorised by the Tenderer to make this declaration on its behalf. | | | | |
| Signature: | | [Signature of the person authorised to represent the Tenderer] | |  |
| Full name: | | [Full name of the person authorised to represent the Tenderer] | |  |
| Title/position: | | [Title/position of the person authorised to represent the Tenderer] | |  |
| Tenderer name: | | The Tenderer | |  |
| Date: | | [Date] | |  |

|  |  |
| --- | --- |
| 1. Tenderer’s Checklist | ✓ |
| All Sections of the Form of Tender (Parts A and B) have been completed. | **☐** |
| Form of Tender Parts A and B are submitted as separate documents. | **☐** |
| The Tenderer’s Declaration has been completed and signed by the person authorised to represent the Tenderer | **☐** |
| Referees detailed in the Tender have agreed to be referees and are aware that they may be contacted by the Principal. | **☐** |
| The following documents are being submitted by the Tenderer: | |
| Form of Tender Part A (completed) | **☐** |
| Form of Tender Part B (completed) | **☐** |
| Schedule of Prices (completed) | **☐** |
| Preliminary works programme | **☐** |
| Draft or example SSSP | **☐** |
| Evidence of health and safety accreditation | **☐** |
| CVs of Key Personnel | **☐** |
| Organisational chart | **☐** |
| [Major Works Contract only][Major Works Contract Tags Table] | **☐** |
| [Major Works Contract only][Letter from approved Bank registered in New Zealand (or alternative surety agreed by the Principal) agreeing to execute a bond (4.9d. of RFx Process Terms and Conditions and 3.1.2 Schedule 1 – Special Conditions of Contract)] | **☐** |
| [Major Works Contract only][Preliminary quality plan (5.18 Schedule 1 – Special Conditions of Contract)] | **☐** |
| [Major Works Contract only][Preliminary traffic management plan (5.19 Schedule 1 – Special Conditions of Contract)] | **☐** |
| [Major Works Contract only][Preliminary environmental control plan] (5.22 Schedule 1 – Special Conditions of Contract)] | **☐** |

Major Works Contract Tags Table [Major Works only: Delete this page for Medium Works Contracts (under $500k)]

|  |  |
| --- | --- |
| Procurement title | Procurement Title at Name of School Reference number (if applicable) |
| **Tenderer name** | [Tenderer’s name] |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Clause number | Tag requested | Reason for Tag | Principal’s response | Tenderer’s response | Final position agreed |
| Contract agreement | | | | | |
| [Clause number] | [Description of the Tag requested] | [Reason for Tag] | [For office use only] | [For office use only] | [For office use only] |
| [Add lines as required] |  |  |  |  |  |
| Schedule 1: Special Conditions of Contract – Specific Conditions of Contract | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Schedule 2: Special Conditions of Contract – Other Conditions of Contract | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Other Schedules and Appendixes (excluding drawings and specifications) | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |