

Request for Tender



Arutanga Harbour Concrete Hardstand

Reference No:	CK242506
Date of Release:	11 December 2024

Cook Islands Investment Corporation

All queries regarding this Request for Tender should be
directed to: Contact Officer: Anne Taoro
anne.taoro@cookislands.gov.ck

TENDER CLOSING TIME: 1pm, Friday 10 January 2025 (CI Time & Date)

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Contents

GLOSSARY AND DEFINITIONS	4
INTRODUCTION	5
Summary of Requirements	5
Key Dates	5
Conditions of Tendering	6
Contact Officer	6
Tender Registration	6
Tender Closing Time	7
Submission of Tender	7
Electronic Format Submission	7
Conflict of Interest Declaration	8
Further information or clarifications	8
Probity	8
Selection Process	8
Acceptance of Tender	8
Confidentiality	9
Non-Resident Tenderer	9
Mandatory Conditions	10
ATTACHMENT 1 – TENDER SPECIFICATIONS	11
Project Overview	11
Scope	11
1. Description of the Works	11
2. Drawings	13
3. Specifications	13
4. Constraints on how the Contractor Provides the Works	14
5. Requirements for the programme	15
6. Services and other things provided by the Client	15
Site Information	16
ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED	17
Instructions	17
A1 – Form of Tender	18
A2 – Conflict of Interest Declaration	20
A3 – Completed Pricing Template	21
A4 – Non Price Response Template	23
1. Insurance Details	23
2. Assessment Criteria	23
3. Statement of Departures from Contract Terms and Conditions	25
4. Assumptions	25
ATTACHMENT 3 – EVALUATION CRITERIA	26
Stage 1 Mandatory Conditions	26
Stage 2 Non-Price Evaluation	26
Stage 3 Price Evaluation	27
Risk	28
ATTACHMENT 4 – DRAFT CONTRACT CONDITIONS	29
ATTACHMENT 5 – DRAWINGS	30
ATTACHMENT 6 – INSPECTION TEST PLANS	31

GLOSSARY AND DEFINITIONS

TERM	EXPLANATION
CIIC or Client	Cook Islands Investment Corporation
Closing Date	The deadline (date and time) for the submission of tenders, as specified in this RFT
Electronic Tender Account	Asia Pacific Public Electronic Procurement Network e-GP System https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home
RFT	Request for Tender
Tender Team	The group of people responsible for the management of the RFT process and includes those people who are specifically responsible for evaluating tenders.

INTRODUCTION

Summary of Requirements

Through this Request for Tender ('RFT'), the Cook Islands Investment Corporation (the 'Client') invites suitably qualified Contractors (Tenderers) to tender for the contract for the Arutanga Harbour Concrete Hardstand works as further described in Attachment 1 – Tender Specifications.

Tenders shall be for the whole of the works described in the Tender Specifications ('Works').

Tenderers should ensure they are registered and have downloaded or received all files for this RFT including all prospective notices. Please refer to the Conditions of Tendering – Tender Registration clause below for more information.

Tenderers may choose to carry out site visits before submitting a tender, 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 timeframes for this RFT process are set out below:

Issue of RFT	11 December 2024
Deadline for submission of questions to RFT:	1pm Friday 3 January 2025 (CI Time & Date)
Deadline for submission of tenders to RFT:	1pm Friday 10 January 2025 (CI Time & Date)
Contract award	February 2025
Contract start date	March 2025

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 RFT is:

Name of Person: Anne Taoro
Title: General Manager, Asset Development
Address: Takuvaine Rd, Avarua
Rarotonga
Cook Islands
E-mail: anne.taoro@cookislands.gov.ck

Tender Registration

Prospective Tenderers must register their interest to participate in this RFT process by registering on the Cook Islands Government E-Government Procurement portal at:

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

In order to participate in the RFT process, you will need to register as a supplier on the portal. As part of the registration, you will need to specify relevant “Business Categories” for your business. This RFT will be listed under the following category:

Category	Title
72120000	Nonresidential building construction services
81101500	Civil engineering
30110000	Concrete and cement and plaster

Prospective Tenderers who wish to participate in this RFT should include these categories as part of their registration on the procurement portal.

Should you face any issues with the registration process, please inform the Contact Officer as soon as possible who will assist you in this process. Only registered Tenderers on the procurement portal will receive notices relating to these categories directly as and when they are issued. It is the responsibility of the Tenderer to ensure they are properly registered on the procurement portal and have expressed their interest on the portal for this RFT.

Once an RFT is published on the portal, any suppliers who have properly registered on the procurement portal will receive a system generated notification of the RFT and a link to access RFT documentation via the Electronic Tender Account. Submission of tenders will be through the same account. Suppliers who register on the procurement portal after an RFT is published will also receive notification of the RFT upon registration.

Tender Closing Time

Tenders must be received by the Electronic Tender Account specified by the following deadline:

Tender Closing Time and Date: 1pm Friday 10 January 2025 (CI Time & Date) (or such later date as may be determined by the Client at its sole discretion)

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.

Late tenders will not be accepted.

Submission of Tender

The cost of attending the site visit, preparing and submitting a tender shall be borne by the Tenderer.

The Client may vary the closing date and or scope of the Works that is described in Attachment 1 at any time, by notice in writing to the Tenderers still involved in the RFT at the time the scope of the Works is varied.

Tenders shall be submitted in electronic format only, as specified below.

Hardcopy and telefax tenders will not be accepted.

Electronic Format Submission

Electronic tenders must be submitted through the Electronic Tender Account in the forms and format contained in Attachment 2, by the due date. Failure to do so will result in the disqualification of your tender.

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 forms and all additional documents should be submitted in **PDF format**. Tenderers should seek approval for submission in any other alternative electronic formats. If a tender does not comply with the approved formats, and the Tenderer has not sought approval for alternative format, the tender will be deemed non-compliant and will not be accepted.

If the Tenderer is not able to access or upload tender documents through the default CIG E-Government 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 sought from 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.

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 the Works and/or the Government's interests.

Further information or clarifications

Negotiations will not be permitted between the Tender Team and any prospective Tenderers during the RFT advertising period. However, prospective Tenderers may seek clarification in respect of the content of the RFT documents prior to submitting their tenders from the Contact Officer.

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 usually be circulated to all those who have registered their interest.

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 RFT process will be logged in the Electronic Tender Account accessible by all registered Tenderers.

The final date for submitting questions is 1pm Friday 3 January 2025 (CI Time & Date).

Probity

No gifts or entertainment of any nature will be permitted between any parties or other persons involved throughout the RFT 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 RFT 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 2.

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Attachment 3.

Acceptance of Tender

Tenders shall remain valid for acceptance and shall not be withdrawn for a period of sixty (60) working days from the Closing Date.

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 any).

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 a preferred Tenderer (if any) has been identified, the Client will invite the Tenderer to enter into negotiations based on the draft contract in Attachment 4 to this RFT. A legally binding contract will not come into effect between the Client and a Tenderer in respect of the subject matter of this RFT, and the Client will not be deemed to have accepted that Tenderer's tender, unless and until either:

- both the Client and that Tenderer have agreed to the terms of the contract and executed the contract; or
- the Client has issued a written notification, signed by an authorised representative of the Client, of acceptance of that Tenderer's tender.

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.

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 2008.

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 2024.

If no tender has been accepted within the sixty (60) working day 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. Tenderers may either resubmit their tender or provide additional information to support their existing tender already received by the Client; and/or
- Take such other steps as the Client determines, in its sole discretion, are appropriate.

At the conclusion of the RFT process the outcome will be published on the procurement website showing the names of the successful Tenderer (if any).

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 or as may be required by law.

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 if their tender is ultimately accepted. 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 (but the below is the definitive statement of them).

1. Tenders must be completed in the forms and in the format contained in Attachment 2 of this RFT. If tenders 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 and format in the Electronic Tender Account by the closing date and time as specified in this RFT. Late submissions will not be accepted.
3. All tenders and related documentation in respect of this RFT may be presented in the English or Maori language. Tenders presented in Maori must be provided with an English translation.
4. Tenderers must tender to complete 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 delivery, where applicable.
6. Tenders must be presented in electronic format only as specified in this RFT.
7. All prices must be in New Zealand dollars.

ATTACHMENT 1 – TENDER SPECIFICATIONS

Project Overview

The Cook Islands Investment Corporation (the Client) is currently implementing phase 2 of the Arutanga Harbour Project. Phase 2 involves dredging of the main harbour basin, sheet piling, construction of new concrete hardstands, coastal protection, and ancillary port improvements.

The Client intends to engage a Contractor to construct the new concrete hardstands together with the associated concrete toes, beams, and tie-backs to the existing 12m sheet piling. The contract works is detailed in the *Scope* section below.

The Client and other contractors are completing all other works, including the installation of the sheet piling, separately.

The Client has procured equipment for phase 2 and selected materials for the new concrete hardstands. These are itemised in the *Scope* section below, under *6 Services and other things provided by the Client*. The Contractor selected from this RFT process is required to procure and deliver all other materials and equipment needed to complete the Works.

Scope

1. Description of the Works

101 Construction to Drawings

The Contractor shall complete all Works specified in, and in accordance with, the Drawings (refer to section 2 below).

Any deviations require the prior written approval of the Client.

102 General requirements

The Contractor will be responsible for Works and all costs associated with:

1. Obtaining and maintaining public liability insurance as required in the Conditions of Contract (see Attachment 4);
2. Procuring all other materials, delivery to the Site and ensuring these are secured;
3. Managing the Contractors work including contract administration, site and off-site activities, and implementation of Health and Safety plans;
4. Providing all tools, equipment, plant, machinery and operators, except where stated as being supplied by the Client;
5. Providing labour, tradesmen and supervisors to complete the Works;
6. Providing the necessary Personal Protective Equipment for the Contractor to complete the Works safely including but not limited to PPE specific to work near waterways such as life vests and emergency rescue equipment;
7. Provision of temporary fencing/barriers and signage;
8. Arranging temporary portable power, water and other utilities that the Contractor may require, that is not already available on the Site.
9. Monitoring and securing the Site from unauthorized access during the Works;
10. Settling all costs, whether direct or indirect, in respect of travel, accommodation, meals, daily allowances wages and/or salaries for the Contractor and the Contractors employees, agents and/or sub-contractors;
11. Provision of the required plans and reports;
12. Implementing the Construction Management Plan and it's various components;

13. Attending and actively participating in weekly site meetings;
14. Clearing of all debris, and maintaining a clean and tidy worksite at all times;
15. Repairs to and reinstatement of property and /or equipment due to damages caused by the Contractor during the Works;
16. Removal of the Contractors plant, equipment and other items, and reinstatement of the Site, at the completion of the Works; and
17. Attending to and rectifying all defects notified to the Contractor within the 12-month defects period following completion certification – a retention will be held for the defects liability period.

103 Plans and Reports

1. Construction Management Plan (CMP)

The Contractor must produce a complete CMP within 2 weeks of the date of signing the contract, for approval by the Client. No work shall commence on the site without the Client having first approved the CMP in writing. The CMP shall include, but not be limited to the following:

- a. Proposed site plan(s)
 - Entry / exit points
 - Restriction zones
 - Transportation routing (pedestrians, bicycles and cars)
 - Construction circulation
 - Storage area
 - Work crew parking
- b. Staging of work, methodology & approach
- c. Inspection Test Plans – *refer to Attachment 6 of this RFT document for the minimum requirements.*
- d. Environmental management plan
- e. Health & safety plan
- f. Programme of works in gantt format, including key milestones and target dates
- g. Management structure and contact person(s)
- h. Any other relevant information

The Contractor may revise the CMP at any time during works implementation. Any revisions to the CMP must receive the Clients written approval before taking effect.

2. Weekly site meetings

The Contractor will attend weekly site meetings with the Clients nominated personnel to discuss progress and plans. The agenda for the weekly site meetings may include the following:

- a. Briefing from the Contractor on progress of works against the programme and an outline of specific works planned for the coming week
- b. Update from Aitutaki Port manager on ship and freight movements
- c. Any required changes to site layout
- d. Actual and potential risks and issues
- e. Plans to mitigate risks and issues
- f. Update on the forecast of the date of completion

Any issues or plans that will result in a change to the requirements of this Scope or Contract must be dealt with through formal contract communications.

2. Drawings

DRAWING NUMBER	REVISION	TITLE
S00	0	COVER SHEET
SN1	0	STANDARD NOTES SHEET 1
SN2	0	STANDARD NOTES SHEET 2
S01	0	PROPOSED SITE PLAN
S02	0	WALL ELEVATIONS
S03	0	WALL SECTIONS SHEET 1
S04	0	WALL SECTIONS SHEET 2
S05	0	SECTIONS AND DETAILS SHEET 1
S06	0	SECTIONS AND DETAILS SHEET 2
S07	0	PLAN OF NEW DECK SLAB AND RETAINING WALL DETAILS

The Drawings are appended in Attachment 5 of this RFT Document.

3. Specifications

301 Laws, regulations and standards

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

- Building Controls and Standards Act 1991 and the Building Controls and Standards Regulations 1991
- Environment Act 2003
- Employment Relations Act 2012

302 Guiding Documents

The Contractor is required by the Client to comply with the following guiding documents:

- Cook Islands National Building Code 2019
- NZS 3109:2017 and NZS 3101:2006 for Structural Concrete Workmanship and Materials
- NZS 3114 Surface Finishes
- AS/NZS 46721:2019 for Steel reinforcement of concrete
- AS/NZS 1554.3 Reinforcing

303 Supervision and expertise

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

4. Constraints on how the Contractor Provides the Works

401 Port Operations

The Contractors work and movements within the Arutanga Harbour area must not interfere with the security and operations of the Aitutaki Ports Authority. In determining the programme and staging of works, the Contractor must take into consideration the following factors:

- a. Preplanning and dialogue with the Aitutaki Ports Authority manager is required before the Contractor submits the CMP to the Client for approval.
- b. The Contractor should consider staging its work to reduce the footprint used by the Contractor on any given day. A large footprint will likely lead to workflow disruptions prior to, during, and immediately after a cargo vessel stop in Aitutaki.
- c. The Contractor must seek the consent of the Aitutaki Ports Manager on any proposed changes to site layouts after the CMP has been approved.
- d. The Contractor and its personnel must comply with access restrictions imposed by the Aitutaki Ports Authority. Access restrictions will be stricter on cargo vessel stop-in days.
- e. Occasionally, the Aitutaki Ports Authority may ask the Contractor to make special accommodations to ensure that harbour operations are not compromised. The Contractor is expected to fulfill all reasonable requests. If the Contractor believes a request is unreasonable and could result in a compensation event, the Contractor must bring this matter to the Clients attention for further instruction.
- f. The Contractor must erect safety barriers and appropriate safety signage surrounding immediate work areas to prevent access by unauthorised persons. The Contractor is responsible for securing the immediate work site(s) and its belongings during and after working hours.

402 Use and possession of the Site

The control of the *Site* remains with the Aitutaki Ports Authority. The Contractor will have sole possession of immediate work sites only, which may shift as the work progresses from one stage to another. The Contractors possession of the immediate work site(s) is for carrying out the works only.

403 Working hours

Work on the Site is restricted to Monday to Saturday, 7.00am to 7.00pm.

No work is permitted on the following days:

- a. Good Friday, 18 April 2025
- b. Anzac Day 25 April 2025
- c. King's Birthday, 2 June 2025

404 Noise and dust

All noise on site must be minimised so far as reasonably practicable.

The Contractor must take all reasonable steps to contain dust created through the Contractors work.

405 Protection of Utility Services and property

Underground and overhead services must be protected from damage. Any accidental damages shall be reported to the Client immediately. The Contractor shall be liable for any damages caused to services, the Clients property and equipment, and the Aitutaki Ports Authority property and equipment, resulting from the Contractors negligence.

406 Environmental Protection

The Contractor must put in place all reasonably measures to prevent accidental spillage of fuel, concrete or other hazardous materials, from entering the harbour waters. Proper waste management facilities and containment systems must be in place to eliminate pollution.

407 Code of Conduct

The Contractor and all personnel involved in the works shall adhere to the Code of Conduct Policy, Government of the Cook Islands. The policy can be downloaded from the following url:

<https://www.psc.gov.ck/guidance/integrity-and-conduct>.

5. Requirements for the programme

The following are the target dates. Actual dates will be finalised with the preferred Tenderer.

- Start date: March 2025 (TBC)
- End date: June 2025 (TBC)

The Contractor must provide an updated Programme of Works to the Client every four (4) weeks.

6. Services and other things provided by the Client

601 Materials provided by the Client

Material	Type	Quantity
Sheet piles	U-Type Sheet Piles to EN Standard, Grade 355GP: Section FSP III/SPU III – 400mm W x 125mm H x 13mm WT x 60 kg/m x 11.8m long	NA - installation is by the Client
Tie Rods	32mm Diameter tie rod, each rod with left and right thread of M32 either end, Grade G500 (minimum x 5.0m long), HDG finish including Petro Anti Corrosion Tape (100mm width, 10Mtrs length per Roll)	132
Turnbuckle	(HDG finish) to join above Tie Rods – 250mm long	66
HDG Washer Steel Plate	200mm x 150mm x 20mm thick with 1 x 34mm hole in centre	66
HDG Washer Steel Plate	100mm x 100mm x 20mm thick with 1 x 34mm hole in centre	66
HDG Hexagonal High Tensile Nuts	M32 for Tie Rod	160
HDG Galvanised Washer	M32 x 4mm Thick	160
HDG "C" Channel –	125 x 65 x 5.5mm x 12m long – 14.8kg/m/grade Q235B	24
Dowel Bar HDG – Round/Smooth Finish	R20mm Diameter x 1000mm long/ Grade G500	287

Any unused materials from the list above remain the property of the Client.

602 Equipment available for the Contractor to use

- 3 tonne front loader and operator
- 14 tonne Doosan excavator and operator
- 50 tonne Doosan excavator and operator
- Vibrating head

Use of the Clients equipment by the Contractor requires advanced scheduling. Scheduling can be arranged at the weekly site meeting.

Site Information

The Arutanga Harbour is situated in Arutanga, on the western side of Aitutaki. The Harbour comprises of existing concrete hardstand and filled material excavated from the Arutanga passage and harbour basin.

The Aitutaki Ports Authority controls the entire Harbour area. The aerial image below identifies the work area.

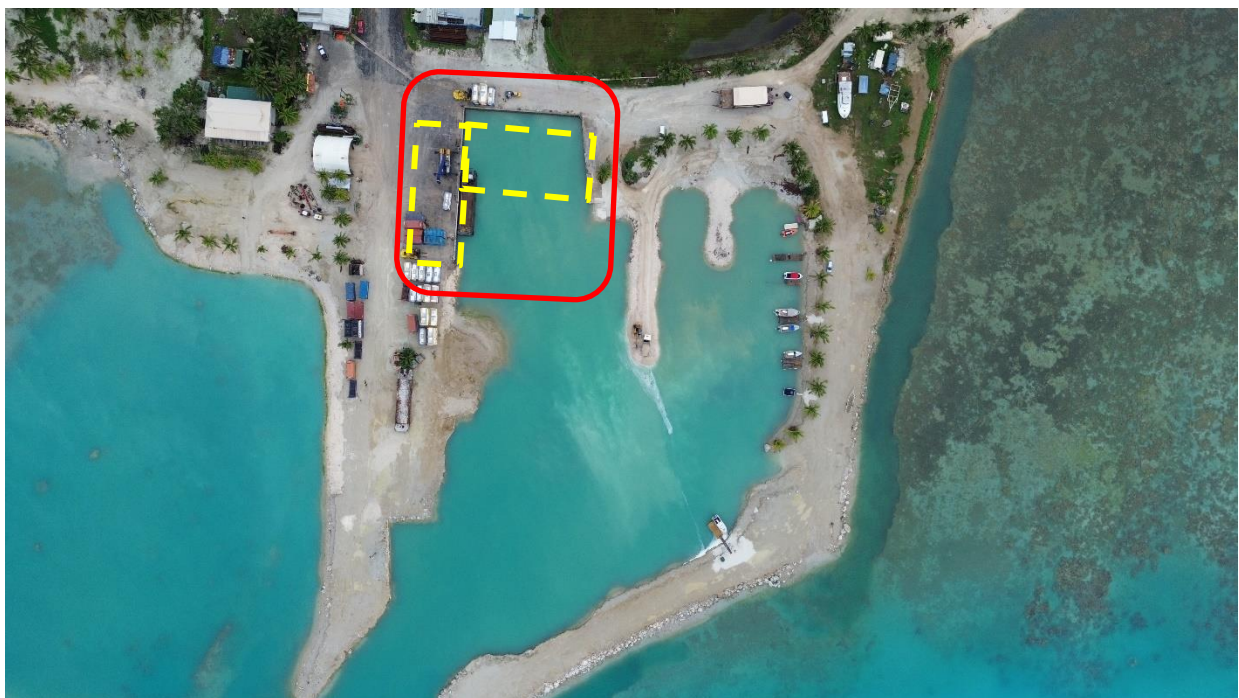


Figure 1 Aerial Image taken before sheet-piling work

The Contractors work will be confined to the area bordered in red. Extending beyond this zone requires the prior consent of the Aitutaki Ports Authority Manager.

The new concrete hardstands will be more or less constructed in the area bordered with a yellow dashed line.

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:
 - a. A1 – Form of Tender
 - b. A2 – Conflict of Interest Declaration
 - c. A3 – Completed Pricing Template
 - d. A4 – Non Price Response Template
2. Tenderers must provide draft timelines in gantt format showing the duration of mobilization, procurement and works implementation.
3. Tenderers who fail to supply all of the items stated in 1 and 2 above will be deemed non-compliant and excluded from the tender evaluation process.

A1 – Form of Tender

Cook Islands Investment Corporation
 Avarua, Rarotonga
 PO Box 51

Tender For:	Arutanga Harbour Phase 2 Concrete Hardstand
Tenderer:	[Name of Tenderer]

Having examined the RFT documents in relation to Request for Tender Reference No. CK242506 and dated 11 December 2024, released by Cook Islands Investment Corporation (the Client), we submit the following tender.

We offer to complete, handover to the Client, and remedy defects in the whole of the Works in conformity with our tender and this RFT 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.

We acknowledge receipt of Notices_____to_____.

We [insert agree or do not agree] to the draft Conditions of Contract provided in Attachment 4 of the said RFT (the *Draft Contract*) and [insert do or do not] propose any amendments. Our proposed amendments (if any) are itemised in our A4 Non- Price Response Template.

We confirm availability to start the Works in March 2025, and to complete the **whole** of the Works on or before 30 June 2025. We acknowledge that the actual start and end dates are subject to final negotiations between the Client and successful Tenderer.

We agree to abide by this tender for a period of sixty (60) working days from the date fixed for receiving the same (the *Commitment Period*) and it shall remain binding upon us during the *Commitment Period*.

If we are selected as the preferred Tenderer and if you so request, we undertake to negotiate with you, in good faith, a written contract for the provision of the Works based on this tender and the terms and conditions of the *Draft Contract*.

Despite the foregoing, you shall be entitled, at any time during the *Commitment Period* (and whether or not any negotiations have occurred), to accept this tender by giving us written notice of such acceptance. In which case, 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 RFT process, unless and until either:

- you have accepted our tender in writing signed by your authorised representative; or
- a written contract for the provision of the Works is executed between us and you.

We understand that you may contact the referees nominated by us in this tender and make whatever enquiries you deem necessary regarding our financial health and ability to deliver the Works. Further, during the assessment stage we understand and agree that you may request specific information from one or more 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:

- A2 – Conflict of Interest Declaration
- A3 – Completed Pricing Template
- A4 – Non Price Response Template
- Draft timelines in gantt format

Tenderers details:

Tenderers full name:

Tenderers trading name (if Company):

Contact person (if Company):

Postal address:

Physical address:

Phone number:

Mobile:

Email address:

In submitting this tender, I confirm that all information provided herein and in support of my/our tender, is true and correct. I acknowledge that if any information is found to be misleading or false, this tender will become invalid.

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 RFT process.

In submitting this tender bid I declare:

- a. I understand that an actual, potential or perceived conflict of interest may arise in participating in this RFT process and that I am obliged to declare any such conflict of interest.
- b. 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.
- c. 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.
- d. 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:

<i>Signature</i>	<i>Date</i>
<i>Full Name</i>	<i>Position (if Company)</i>

A3 – Completed Pricing Template

All prices must be quoted in NZD. Tenderers are required to itemise all prices in accordance with the Description in the table below. Tenderers must also price for the purchase and delivery of aggregate separately as Item Number 32, and note that the Client may at its sole discretion before awarding the tender, delete this item and supply all the aggregate required for the contract.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE (excluding VAT) NZD
1.	Preliminary & General (site setup, demobilisation, insurances, health & safety & other contract administrative/management costs, including testing and quality assurance (concrete testing, steel tensile testing, etc.))	LS	NA		
2.	Hardstand 1: Concrete volume for 60m x 20m slab & thickening (including formwork and finishing)	m ³	401		
3.	Hardstand 2: Concrete volume for 20m x 20m slab & thickening (including formwork and finishing)	m ³	125		
4.	Hardstand 3: Concrete volume for 40m x 20m slab & thickening (including formwork and finishing)	m ³	271		
5.	Hardstand 1: Reinforced steel for 390m ³ x (assume 100kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	39		
6.	Hardstand 2: Reinforced steel for 115m ³ x (assume 100kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	11.5		
7.	Hardstand 3: Reinforced steel for 260m ³ x (assume 100kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	26		
8.	Hardstand 1: Concrete Waler Beams (for tie-backs to sheet piling)	m ³	21.6		
9.	Hardstand 2: Concrete Waler Beams (for tie-backs to sheet piling)	m ³	0.22		
10.	Hardstand 3: Concrete Waler Beams (for tie-backs to sheet piling)	m ³	14.4		
11.	Hardstand 1: Concrete Capping Beam 0.6m x 0.6m x 60m	m ³	21.6		
12.	Hardstand 3: Concrete Capping Beam 0.6m x 0.6m x 40m	m ³	14.4		
13.	Hardstand 1: Reinforced steel for Capping Beam 54m ³ x (assume 40kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	0.864		
14.	Hardstand 3: Reinforced steel for Capping Beam 36m ³ x (assume 40kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	0.576		
15.	Hardstand 1: Concrete volume for Deadman Beams (including formwork and finishing) 1.5 x 0.6 x 60	m ³	54		
16.	Hardstand 3: Concrete volume for Deadman Beams (including formwork and finishing) 1.5 x 0.6 x 40	m ³	36		
17.	Hardstand 1: Reinforced steel for Deadman Beams 54m ³ x (assume 100kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	5.4		
18.	Hardstand 3: Reinforced steel for Deadman Beams 36m ³ x (assume 100kg/m ³ avg) Contractor to confirm final steel tonnage)	tonnes	3.6		
19.	Hardstand 1: Installation of tie rods for Deadman Beams	No.	37		
20.	Hardstand 3: Installation of tie rods for Deadman Beams	No.	25		

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE (excluding VAT) NZD
21.	Hardstand 1 & 3: Precast Berthing Panels. 2390mm L x 2100mm H x 120mm W	No	39		
22.	Hardstand 1: Precast Berthing Panel. 2660mm L x 2100mm H x 120mm W	No	1		
23.	Hardstand 1 & 3: Precast Berthing Panels. Various panel size to suit on site	No	2		
24.	Hardstand 1: New 4m retaining wall & footing – Detail D-S07	sum			
25.	Hardstand 3: New 4m retaining wall & footing - Detail D-S07	sum			
26.	Hardstand 1 & 3: D24 GR 316 S/S U Bar for Tyre Fender connections. (600mm L x 100mm W)	No.	40		
27.	Bollards. Trelleborg Tee Type, rated 15 tonnes or similar	No.	9		
28.	Timber Kerbing. 2000mm L x 200mm H x 100mm W H5	No.	26		
29.	Timber Kerbing. 1600mm L x 200mm H x 100mm W H5	No.	14		
30.	Timber Kerbing blocking. 200mm L x 200mm W x 50mm D H5	No.	120		
31.	Tyre Fender. Track Tyre 1.0m Dia and S/S chains, washers, eye bolts as per S04	No.	38		
32.	Purchase and delivery of all aggregate	Lot	1		
33.	Contractors Overheads & Margin	%			
Subtotal					
VAT amount					
Total inclusive of VAT					

For the calculation of variations:

The *fee percentage* is %

The *people rates* are

Category	Unit	Rate
Project / Contract Manager	Hour	
Supervision	Hour	
Trained labour	Hour	
General labour	Hour	
{insert description}	Hour	
{insert description}	Hour	

Miscellaneous *materials & equipment*

Category	Unit	Rate
Cement	m3	
Aggregate	m3	
Sand	m3	
Equipment hire {insert description}	Hour/Day	
Equipment hire {insert description}	Hour/Day	
Equipment hire {insert description}	Hour/Day	

A4 – Non Price Response Template

1. Insurance Details

NOTE:

- Your Tender must take into account all insurances to be provided by the Contractor under the contract. Refer to the following sections in the Contract:
 - NEC4 ECSC Contract Data Forms (Part A), Pg 3
 - NEC4 ECSC Conditions of Contract (Part B), Pg CC-13

Have you received insurance advice or do you hold a current insurance policy?

[Insert yes or no]

Insurer:

[state the name of your current or proposed insurer]

Limit of indemnity:

[insert the amount]

2. Assessment Criteria

TIPS FOR COMPLETING THIS SECTION:

- Your Tender will be scored based on your responses to the questions in this section. Aim to give answers that are relevant, concise and comprehensive.
- Attach supporting information where required.
- Tenders must achieve a total weighted score of 75% to be considered in the final evaluation.
- If you have made any assumptions about the Services or delivery, clearly state the assumptions.

1. Track record (Weighting 30%)

Provide summaries of 2 recent contracts you held/hold, demonstrating your ability to service the requirements of this contract. Include:

- the contract / name of client (including contact details for reference purposes), location of contract, and dates you provided the services
- a brief description of the scope of services performed (including the key service areas, and any ancillary services you provided)
- a brief commentary of any specific experiences which is related or relevant to the scope of this RFT
- commentary on how you manage(d) health and safety on each site.

Note: We may conduct reference checks. Please ensure to inform clients referenced here.

[insert summary details for Contract 1 here]

[insert summary details for Contract 2 here]

2. Capability (Weighting 20%)

- a. List the key management & supervisory people who will deliver the Works, and their qualifications and relevant experience

[insert answer here]

- b. Describe how you ensure staff (and sub-contractors) maintain quality standards. Describe whether you provide onsite testing, training etc.

[insert answer here]

3. Capacity (Weighting 25%)

- a. Describe your methodology/approach to delivering the Works within the target start/end dates stated in the Tender Specifications and the proposed work scheduling. Include duration for the Works, any potential clashes with the Tenderer's other works that may affect the Tenderer's availability and timing on this contract, and the affected dates.

[insert answer here]

- b. Describe your organisation's size. Describe how many staff will be allocated to the contract (include any sub-contractors), and also describe how any changes will be managed throughout the delivery of the Works. Explain why this is sufficient to deliver the scope in full, on time, to specification.

[insert answer here]

- c. Describe your organisation's financial capacity to manage contract cost commitments. Clarify the extent of your reliance on upfront payments, your self-financing capacity, your credit limits, etc.

[insert answer here]

4. Health and Safety (Weighting 15%)

- a. Describe key aspects of the health and safety systems within your organisation. Explain how you plan to apply these, and any special requirements, to the contract.

[insert answer here]

- b. Provide an itemised list of H&S incidents or near misses that have occurred on a project site within the past 10 years, and the improvements you have made to processes, systems, etc to eliminate, isolate or minimise reoccurrence. Attach a separate document if needed.

[insert answer here]

5. Local involvement (Weighting 5%)

Confirm if your business is locally established and locally resourced. If a foreign entity, confirm how local resourcing has been incorporated in the delivery of the Works.

[insert answer here]

6. Contract Terms & Conditions (Weighting 5%)

Tenderers who cannot accept one or more terms or conditions of the attached contract must complete section 3 below.

3. Statement of Departures from Contract Terms and Conditions

TIPS FOR COMPLETING THIS SECTION:

- If there are changes proposed to the Conditions of Contract, clearly state the Proposed Changes, relevant sections of the Conditions of Contract, and reasons for proposed changes. Leave section blank if there are no proposed changes. Edit paragraph 4 of **A1 – Form of Tender** to suit.

Proposed Changes to Contract:	Contract reference:	Justification:
<p>Example:</p> <p>We propose that the fourth insurance be removed. The Tenderer confirms it will be liable for all costs that may be determined by the Cook Islands High Court.</p>	<p>Contract Data pg 3.</p> <p>Insurance Cover 83.3 Fourth insurance</p> <p>“Death of or bodily injury to employees of the Contractor....”</p>	<p>We are unable to secure this type of insurance. We are insured under the Cook Islands Employers Liability Insurance through the Ministry of Internal Affairs. We comply with the Employment Relations Act 2012.</p>

4. Assumptions

TIPS FOR COMPLETING THIS SECTION:

- If you have made any assumptions (tags) about the Works, Tender Specifications or contract that may deviate from what is stated in the RFT, clearly state the assumptions in the table below. Include the relevant section of the RFT that this assumption relates to.
- Leave section blank if there are no assumptions to state.

Assumptions:	Relevant section in RFT document:
<p>Example:</p> <p>We assume all scaffolding is to be supplied by us. We have priced for the supply of scaffolding for the period we require it.</p>	<p>Tender Specifications, 102 General requirements, item e.</p>

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 three (3) stage process. The *Mandatory Conditions* stage is a Pass/Fail stage. This will be followed by the *Non-Price Evaluation* Stage, and finally the *Price Evaluation*.

Stage 1 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 Date 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, where applicable.	
6. Tenders must be presented in electronic format only as specified in this RFT.	
7. All prices must be in New Zealand dollars	

Stage 2 Non-Price Evaluation

A Weighted Criteria methodology will apply to the stage 2 evaluation. Tenders will be assessed based on the responses in ***A4 Non Price Response Template***, reference checks and other due diligence conducted in relation to this RFT. Each tender will receive a grading score of 0 to 4 against each non-price attribute.

Non-Price Attribute	Weight %
1. Track Record	30
2. Capability	20
3. Capacity	25
4. Health and Safety	15
5. Local Involvement	5
6. Contract Terms & Conditions	5
TOTAL	100

Tenders who fail to score 2 or more on any attribute, or a minimum 75% total Non-Price weighted score, may be rejected and may not be considered any further.

Score:

4	Exceptional (exceeds the criterion in some aspects)	Satisfies the criterion with additional benefits. Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, and resource and quality measures required to meet the criterion. Response identifies factors that will offer potential added value, with supporting evidence.
3	Good (meets the criterion in full)	Satisfies the criterion in full. Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, and resource and quality measures required to meet the criterion, with supporting evidence.
2	Minor Reservations (marginally deficient)	Satisfies the criterion with minor reservations. Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource and quality measures required to meet the criterion. Additional management/monitoring mechanisms needed to ensure compliance.
1	Serious Reservations (significant issues that can't be addressed)	Only partially satisfies the criterion with major reservations. Considerable reservations of the Tenderer's relevant ability, understanding, experience, skills, and resource and quality measures required to meet the criterion.
0	Unacceptable (significant issues not capable of being resolved)	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion.

Stage 3 Price Evaluation

The evaluation of price will be based on the following formula.

$$\text{Price score} = \frac{60}{\text{(Highest possible score)}} \times \frac{\text{Lowest Quality Price}}{\text{Tender Price}}$$

Lowest Quality Price refers to the lowest tender price of the Tenders that progressed to Stage 3 evaluations, after adjustments for assumptions (where applicable).

Highest Possible score refers to the overall weighting accorded to price. For this RFT, price is weighted at 60%, and non-price at 40%, as shown in the table below.

OVERALL	Weight %
Non-Price Criteria	40
Price	60
TOTAL OVERALL WEIGHTING	100

The Tenderer with the highest overall weighted score will be awarded the Contract subject to final risk assessments, due diligence and negotiation processes.

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 – DRAFT CONTRACT CONDITIONS

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

ATTACHMENT 5 – DRAWINGS

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

ATTACHMENT 6 – INSPECTION TEST PLANS

See separate file labelled **Attachment 6 – Inspection Test Plans**