Instructions are in green text. Remove when done.

Type answers/ information required over text in red.

Tenderers must type their responses over text in orange.

Guidance for Use: Contract Works Request for Tenders (RFT) Template

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)
* the second stage of a two-stage open Tender (open Registration of Interest (ROI) followed by a closed RFP to short-listed Tenderers).

This template is for use with:

* Medium Works Contract ($100,000 - $999,999)
* Major Works Contract NZS3910:2013 ($1,000,000 or more).

In this template, the buyer (the Ministry or School Board) 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 Proposal or may submit a proposal 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 instructional texts have been removed, including this guidance for use page
3. update the Contents table:
   1. right click on contents table
   2. select “Update table”
   3. select “Update entire table”
   4. click “OK”
4. save separate Word document versions of:
5. Section 4 Form of Tender Part A (file name: Form of Tender Part A [Procurement Title] at [Name of School])
6. Section 4 Form Part B (file name: Form of Tender Part B [Procurement Title] at [Name of School])
7. save the whole RFT document (including Section 4: Form of Tender Parts A and B as a PDF document (file name: [Procurement Title] at [Name of School] RFT)

NOTE: Delete this page and all instructional texts throughout the document before submitting this document for endorsement/ approval/ publication.

School Board

[Name of the School] (the School) – [Project Title] – [Nature of Contract Works]

[e.g. Bugtown School (the School) – Block A Refurbishment – Main Building Contractor (include ‘and Potential Additional Rights’ if this applies)]

[Reference number, if available]

A building with a light post

AI-generated content may be incorrect.

RFT released: [date]

Deadline for Questions: [Time date]

Deadline for Tenders: [Time date]

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# Key Information

## Context

* + 1. This Request for Tenders (RFT) open invitation to Contractors (Tenderers) to submit a Tender for [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] (the Contract Works).
    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).

## Indicative Timeline

* + 1. The indicative timeline for this RFT is: (Please ensure at least 2 to 4 weeks is allowed for Contract Signing, Site Mobilisation and Contractor Preparation for Medium & Major Works contracts, less time for Medium Works, more time for Major Works.)

|  |  |
| --- | --- |
| RFT released through GETS | [date] |
| (Optional) Deadline to register for a briefing session | [Date] |
| (Optional) Deadline to register for a Site visit | [Date] |
| (Optional) Date of briefing session | [Time] [Date] |
| (Optional) Date of site visit | [Time] [Date] |
| Deadline for Questions from Tenderers | [Time date] |
| **Deadline for Tenders** | **[Time date]** |
| Unsuccessful Tenderers notified of outcome (week starting) | [Date] |
| Intended Contract award | [Date] |
| Tenderer debriefs (week starting) | [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 being invited through GETS to participate in this closed 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 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 1.2a) through the GETS question/answer function with the following information:
* Tenderer’s name
* names(s) of those attending
* contact phone number.
  + 1. (If there are site visits, use this and delete point ‘g’ ) 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 1.2a) 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. (If you do not have site visits, delete points ‘e’ and ‘f’, then use this) Site visits are not available for this RFT and Tenderers must not access the School for any purposes related to this RFT.

## 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. Tenders not submitted in the format of the Response Forms may be excluded from evaluation.
    3. Tenders must demonstrate an understanding of the Requirement and provide a detailed method and approach and programme for the delivery of the Contract Works.
    4. Tenderers must complete and sign the Tenderer’s Declaration in the Form of Tender Part B.
    5. Response Form Part A: Non-price Criteria response is limited to [40] A4 pages ([20] sheets) including all appendices, cover pages, contents pages and blank pages but excluding the SSSP and CVs for Key Personnel, which are limited to [two] A4 pages ([one] sheet) each. The font size is limited to no smaller than Arial size 10. Any pages beyond this page limit will be removed and not be considered in the evaluation.
    6. Response Form (Part B: General, price and declaration) response is not restricted by a page limit, however the font size is limited to no smaller than Arial size 10.
    7. 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 (important for Tenders greater than 10mb).
    2. To submit a Tender through GETS:

1. in the Tender Notice, click “Tender a Response”
2. complete the on-line form and attach your Tender documents
3. 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 excluded from evaluation.
     2. Tenderers must submit Form of Tender Part A and Form of Tender Part B as separate files clearly named:

[Tenderer name] [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] RFT Part A.

[Tenderer name] [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] RFT 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://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/opportunities-construction-suppliers#terms-and-conditions-1) or [www.education.govt.nz](http://www.education.govt.nz), search: ‘School property procurement templates and guides’*)*.
    2. In submitting a Tender, the Tenderer agrees that its Tender will remain open for acceptance by the Principal for [number (no less than three)] calendar months from the Deadline for Tenders.
    3. The Tenderer indemnifies the Principal against all loss, damage or liability suffered or incurred by the Principal as a result of the Tenderer going onto the Site or commencing works on the Site before the Tenderer and the Principal have entered into a Contract for the Contract Works. For the avoidance of doubt, the Tenderer is not entitled to enter the Site, commence work on the Site or take possession of the Site prior to execution of a Contract for the Contract Works unless the Tenderer receives prior written consent to do so from the Principal.

## 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 being invited through GETS to participate in this closed 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 information 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 (Word document)
       3. Form of Tender Part B (Word document) [(for Major Works only) including Major Works Contract Tags Table]
       4. (Use for under $1,000,000) Medium Works Contract:

The Contract Agreement

Part 1 – Special Conditions of Contract

Part 2 – General Conditions of Contract for Medium Works Contract Agreement]

*or*

(Use for $1,000,000 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 remains unresolved following best endeavours at resolution with the Point of Contact, the issue or complaint may be escalated by emailing the Ministry’s Infrastructure Procurement Team: [SP.Procurement@education.govt.nz](mailto:SP.Procurement@education.govt.nz) (Email title: “Issue with [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] RFT”.

# The Requirement

## Background

* + 1. (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:
       1. [General description of the Project]
       2. [Outcome sought]
       3. [History]
       4. Overview of the programme of which this project is a part
       5. requirements for phasing and / or staged handover of the project
       6. Project consultants are:
          1. [e.g. Project Manager]: [name]
          2. [e.g. Quantity Surveyor]: [name]
          3. [e.g. Lead Designer]: [name]
          4. [Other (specify)]: [name].]

## Required solution (the Contract Works)

* + 1. (Describe the Contract Works in sufficient detail to provide a clear understanding of the scope of works) The Contract Works required are:
       1. [description of the Contract 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. [Limitations/special requirements]
       6. [All applicable project specific details].
       7. The Contractor will be engaged through a (for under $1,000,000) [Medium Works Contract. No Contract related tags will be considered.] *or* (for $1,000,000 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.
       8. (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:

|  |  |
| --- | --- |
| Timeline event | Date |
| [Select] Contract Works start | [date] |
| [Select] [milestone/phase] | [date] |
| [Select] Contract Works completion | [date] |

* + 1. Timeframe limitations are:
       1. [Specific timeframe related limitations].
    2. Please note that the timeframes above are indicative only. If you are not able to meet these specific timeframes or wish to propose different timeframes, please detail your alternative timeframes in your Proposed Solution and provide alternative pricing if appropriate.
    3. The Principal reserves the right to award further Contract Works (additional to those described above) to the contractor at its sole discretion in the following circumstances: (Delete circumstances that are not applicable. Note that selecting the contractor here may make the tender opportunity more attractive to them.)

the following known potential additional requirements at the School:

* + - * 1. [description of additional stages/phases of the project at the School]
        2. [description of potential additional requirement]

currently unforeseen additional requirements at the School:

* + - * 1. up to 12 months following practical completion
        2. that are comparable in nature to the known requirement
        3. where there is reasonable justification for awarding the additional requirements to the Contractor
        4. that are of a lower value than the original contract opportunity
    1. To satisfactorily deliver the Contract Works, the Contractor must:
       1. have a comprehensive, workable programme for completing the Contract Works in accordance with the Contract and all design and project information provided
       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 the requirements set out at: [Property contractor health and safety prequalification - Ministry of Education](https://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/property-contractor-health-and-safety-prequalification)
       4. have, as standard practice, the implementation of a Site Specific Safety Plan (SSSP) for the Contract Works that aligns with the SSSP at: [Health and safety for Ministry-led property projects - Ministry of Education](https://www.education.govt.nz/education-professionals/schools-year-0-13/health-and-safety/health-and-safety-ministry-led-property-projects)
    2. Safety hazards and associated critical risks that have been identified as specific to the Contract Works and which must be included in a SSSP are:
       1. [Safety hazards and associated critical risks identified to date].
    3. A School Access Plan (SAP) for the management of worker access at the School will be agreed between the School and the Contractor. Contractor’s personnel (including those of all sub-contractors) 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 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.
    4. (If applicable) Sub-contractors that must be used by the Contractor are:
       1. (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](https://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/property-supplier-panels#ict-contractors-panel-1) in compliance with the [Ministry’s ICT Cabling Infrastructure policy and standards for schools](https://assets.education.govt.nz/public/Documents/School/Running-a-school/Technology-in-schools/technical-info/ICT-Cabling-Infrastructure-Policy-and-Standards-for-Schools-Sept-2024.pdf) .
       2. [Sub-contractor service].
    5. 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 Contractor will be liable for the Excess where it causes the loss). Further information is available at: [Insurance for school property projects](http://www.education.govt.nz/insurance/)
    6. The Principal will be responsible for maintaining insurance for existing works and structures within the defined boundary of the site. Existing structures and relevant insurance policies will be identified in the Contract. The Contractor will be liable for excess/nominal deductibles on such policies in respect of damage to existing works and other structures in the vicinity.
    7. The Contractor will be required to maintain insurances as detailed in the Contract:
       1. a minimum of $[x] million Public Liability insurance (insert amount stated in Procurement Plan)
       2. a minimum of Motor Vehicle Liability 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 and Capacity

* + 1. The Contractor must have sufficient organisational and Key Personnel capability (skills and expertise evidenced by qualifications, experience and track record) and capacity (resources, availability and contingency of personnel, plant and equipment) to ensure the satisfactory delivery of the Contract Works within the required timeframe.
    2. (Optional) Key Roles requiring named Key Personnel are:
       1. Contract Representative
       2. Project Manager
       3. Site Manager/Foreman
       4. Quality Manager
       5. Health and Safety Manager.
    3. The Principal acknowledges that Key Personnel may be subject to change before and/or during the Contract. For any changes, replacement Key Personnel must have the same or greater capability and capacity and must be agreed to by the Principal.
    4. 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 disclose all Key Trade sub-contracting arrangements for the delivery of the Contract Works either in the Tender or by notification for any changes made thereafter. Sub-contractors must have sufficient capability, capacity and experience of working with the Contractor to enable the satisfactory delivery of 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 45001:2018 (Occupation Health and Safety Management Systems)
    3. 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/).

## 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. be calculated in accordance with the Australian and New Zealand Standard Method of Measurement (ANZSMM 2018)
       4. specify all rates (either hourly or daily or both as required) where the Price, or part thereof, is based on fee rates
       5. 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
       6. be submitted on the basis that no proposed Tags will be accepted
       7. be submitted in an .xls or .xlsx file
       8. 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 Principal or a third party will incur cost related to the delivery of the Contract Works 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 adequate to meet the obligations of the Contract, the Principal may exclude the Tenderer from further evaluation and/or selection or seek to verify that the Tenderer is capable of satisfactorily delivering the Contract Works and meeting all of the conditions of the 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 at 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

* + 1. Tenders will be evaluated by an Evaluation Team (ET) using a weighted attribute evaluation method with the following criteria and weightings:

(Weightings must be as per approved Procurement Plan)

|  |  |
| --- | --- |
| Criterion | Weighting |
| Proposed Solution (method and approach)  * Comprehensiveness, deliverability and robustness of programme, method, approach, systems and processes * Understanding of the Requirement * Tags analysis * Health and safety system and draft/example SSSP | [15%] (default)  or  [10-35%] |
| **Capability**  Skills and expertise of:   * The Tenderer (organisational) * Key Personnel * Key Trades   as evidence by qualifications, recent relevant experience and track record   * Health and safety:   + Accreditation   + experience operating a documented health and safety policy and system | [10%] (default)  or  [10-35%] |
| **Capacity**   * Sufficiency, availability and contingency of:   + The Tenderer (organisational)   + [Key Personnel]   + Sub-consultants * Resource Plan | 5% |
| **Price** | [70%] (default)  or  [50-70%] |
| TOTAL | 100% |

## Scoring

* + 1. Tenders will be scored for non-price 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 scores less than five (deficient or unacceptable) for any evaluation criteria.
    2. A Tender evaluated as being unacceptable for health and safety will be scored less than five (deficient or unacceptable) for Proposed Solution and may be excluded from further evaluation/selection.
    3. Selection of the preferred Tenderer will take into account:
       1. total weighted ET scores
       2. the Principal’s desire to maintain/develop market capability and competition
       3. due diligence.

## Price evaluation

* + 1. Price evaluation will involve:

1. Price analysis undertaken separately from non-price evaluation involving:

* price due diligence
* Tag analysis
* calculation of a single comparable Adjusted Price for each Tender based on pricing information provided by Tenderers in the Schedule of Prices and:
* (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)
  + Tag premiums (values applied to offset the Principal’s acceptance of Tags. It is the Principal’s strong preference that there are no Contract or drawings and specification related Tags).

1. Presenting price analysis to the ET after the ET has:

* finalised non-price ET scores
* shortlisted Tenders determined by the ET to be acceptable for non-price criteria.

1. Applying the following price scoring formula to the Adjusted Price of each shortlisted Tender:

*Tender A’s price score = (Lowest Tender Adjusted Price / Tender A’s Adjusted Price) x Price Weighting % x 100.*

* + 1. A Tender may be excluded from further evaluation and/or selection if the ET is not satisfied that the Price is adequate to meet the obligations of the Contract, does not represent good value for money or is not within the Principal’s budget.

## Due diligence

Due diligence may be undertaken on one or more Tender/Tenderer at any time before, during or after evaluation and the results may be taken into account in the evaluation/selection process. A Tender may be excluded from further evaluation or selection if, as a result of due diligence undertaken by the Principal, the Principal determines that entering into a Contract with a Tenderer represents a significant risk to the Principal. Due diligence may include:

* + 1. reference checks
    2. clarifications, interviews, and/or presentations
    3. Police vetting of personnel
    4. checks to determine the accuracy/completeness/validity of Tenders (including price)
    5. Companies Office search
    6. review of Tenderers’ financial viability
    7. review of Tenderers’ business practices and other probity issues
    8. review of Tenderers’ disputes with the Ministry and/or other parties
    9. review of Tenderers’ ownership/structure
    10. review of Tenderers’ director status
    11. review of Tenderers’ conduct in relation to the [Supplier Code of Conduct](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf).

# Form of Tender Part A: Non-price Criteria

### (QUESTIONS IN THIS SECTION MUST BE AMENDED/ ADDED TO/ DELETED TO SUIT THE PROCUREMENT)

PART A AND PART B OF THE FORM OF TENDER MUST BE SUBMITTED ELECTRONICALLY AS SEPARATE DOCUMENTS

### [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] Request for Tenders [Reference number, if available]

|  |
| --- |
| **Tenderer Name** |
| [Tenderer’s trading name] |
| 1. **Proposed Solution** |
| * 1. Describe your (the Tenderer’s) proposed method/approach for satisfactorily delivering the Contract Works including the following: (Add/delete/amend below list as required.)  1. outline draft construction management plan 2. preliminary quality plan describing procedures for meeting the quality requirements of the Proposed Contract 3. allocation of resources to work activities 4. construction methods 5. site establishment, contractor’s facilities and security 6. utilities and connections 7. traffic management (vehicular and pedestrian access, routes and parking) 8. temporary diversions, relocations or protection works 9. 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 10. commissioning and handover 11. defects management 12. your systems and processes 13. coordination/management of subcontractors 14. the key benefits of your Tender 15. any innovation you wish to propose 16. options for expediting the Contract Works 17. if relevant, how your proposed solution will beneficially exceed the requirements. |
| [Answer] |
| * 1. Provide a preliminary works programme for satisfactorily delivering the Contract Works by the Due Date for Completion including:  1. critical path 2. phasing/staging 3. procurement lead in times 4. milestones 5. Provide a supporting statement outlining: 6. key dependencies and risks 7. 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 with the Principal/Engineer will be managed during the Works Contract including:  1. contact points and availability 2. accountabilities 3. regular progress reporting 4. issue resolution and escalation process. |
| [Answer] |
| * 1. List what you consider to be the 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 the requirements set out at: [Property contractor health and safety prequalification - Ministry of Education](https://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/property-contractor-health-and-safety-prequalification)   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/example SSSP that includes the management of the site specific safety hazards and associated critical risks listed in Section 2. |
| [Append a draft/example SSSP] |
| (To be included if construction is to include ICT network installation)   * 1. Confirm that ICT network installations are to be conducted by an installer from the [Ministry Approved ICT Cabling Installer List](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/information-and-communications-technology-contractor-standards-and-processes#paragraph-9588) in compliance with the standards at: [ICT Cabling Infrastructure policy and standards for schools](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/information-and-communications-technology-contractor-standards-and-processes). 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) |
| * 1. Provide an overview of your organisational capability (skills and expertise) including:  1. a brief history of your organisation including number of years of operating in the relevant market/region 2. professional memberships/accreditations 3. your organisation’s overall experience delivering Contract Works of a similar nature and in a comparable setting (institutional) to the Requirement and in the relevant market/region |
| [Answer] |
| * 1. Detail two recent examples delivering Contract Works of a similar nature in a comparable setting including (for each):  1. a brief description of the project 2. your organisation’s specific involvement 3. customer name 4. date 5. location |
| [Answer] |
| * 1. Nominate specific personnel (Key Personnel) for each of the Key Roles listed in Section 2 and for each; append a CV (of no more than two A4 pages (one A4 sheet)) that includes:  1. full name 2. relevant qualifications/certifications/accreditations/membership of professional associations 3. a brief overview of recent employment history 4. a description of recent, comparable engagements that the nominated person has acted in the key role. |
| [List the key roles as listed in Section 2]   * + - * Contract Representative [Name]       * Project Manager [Name]       * Site Manager/Foreman [Name]       * Quality Manager [Name]       * Health and Safety Manager [Name]   (Append a two-page CV for each Key Person) |
| * 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:  1. nominated subcontractor’s name 2. contact person/telephone number 3. relevant organisational capability (qualifications and experience) 4. key personnel and their relevant experience 5. experience working with the Tenderer. |
| (List the key trades for which the Tenderer is to provide an information about the nominated sub-contractor.)   * + - * [Key Trade] [Name] [Relevant capability] [Experience working with Tenderer] |
| * 1. Confirm your accreditation to one of the following health and safety accreditations or to a comparable health and safety accreditation: * AS/NZS 45001:2018 (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, availability and contingency)** |
| * 1. Provide an overview of your organisational capacity (resources) as they relate to the delivery of your Proposed Solution including:  1. structure and leadership (append an organisational chart) 2. number of staff (e.g. employees, associates) 3. offices and locations. |
| [Answer] |
| * 1. Confirm the intended level of commitment and availability of Key Personnel, using the included table as a starting point, but noting at least:  1. intended level of commitment in terms of hours per week (40 hours = full time) 2. current and future availability (including outlining other current/overlapping commitments) 3. availability risks and how you intend to manage these |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Key Personnel & Key Role** | **Available for Required/Indicative Timeframe? (Yes/No, if No please describe why not)** | **Current Commitments (Including Brief Project Details & Average Time per 40 hour Week per project)** | **Future Commitments Awarded / Tendering For**  **(Average Time per 40 hour Week per project)** | **Commitment to this Project**  **(Average Time per 40 hour Week)** | | Contract Representative | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] | | Project Manager | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] | | Site Manager / Site Foreman | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] | | Quantity Surveyor | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] | | Quality Manager | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] | | Health and Safety Manager | [Answer] | [Project:  Location:  Current Programme end date:  Value:  Time per Week:] | [Project:  Location:  Current Programme start & end date:  Value:  Time per Week:  Awarded / Tendering For:] | [Time per Week:] |  * [Answer for any additional details, including explaining availability risks and how you intend to manage these] |
| * 1. Confirm the intended level of commitment and availability of Key Trades. |
| (List the Key Roles as listed in Section 2)   * [Key Trade] * [intended level of commitment in terms of hours per week (40 hours = full time)] * [current and future availability (including outlining other commitments] * [availability risks and how you intend to manage these] |
| * 1. Outline your resource plan for ensuring that sufficient suitable personnel (including Key Personnel and sub-contractors), plant and equipment will be available to ensure the satisfactory delivery of the Contract Works by the Due Date for Completion including:  1. what resources will be assigned to carry out the Contract Works (numbers and whether employees or sub-contractors) 2. local presence of your resources or if resources are not local how you will ensure sufficient availability 3. ability to react to ad hoc/urgent requirements in a timely manner (e.g. emergency site meeting) 4. any recruitment required to meet capacity requirements 5. the scalability of resources 6. potential resource constraints or circumstances that may affect capacity 7. any other capacity related risks and how you intended to manage them 8. back-up resource (contingency) planning. |
| [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, and Declaration

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

### [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] Request for Tenders [Reference number, if available]

|  |  |
| --- | --- |
| 1. Tenderer’s Details | |
| Tenderer name: | [Tenderer’s Name] |
| NZ Business Number | [NZBN] (<https://www.nzbn.govt.nz/>) |
| Company number | [Company number] (<https://companies-register.companiesoffice.govt.nz/>) |
| 1. **Joint Venture / Consortium or similar arrangement** | |
| Type of arrangement | [Type of arrangement] [OR ‘Not Applicable’] |
| 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. **Tenderer’s Authorised Contract Signatory** | |
| Full name of the person authorised to sign the Contract on behalf of the Tenderer | [Full name of the person authorised to sign the Contract on behalf of the Tenderer] |
| Title/position | [Title/position of the person authorised to sign the Contract on behalf of the Tenderer] |
| Email address (must include person’s name and Tenderer name) | [Email address that includes the person’s name and Tenderer name:   * john.doe@acmeconstruction.co.nz is acceptable * john.doe@gmail.com is unacceptable * admin@acmeconstruction.co.nz is unacceptable] |
| 1. **Referees**   **Provide the details of two referees from recent clients for whom you have delivered comparable Contract Works. You must ensure that 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 your Tender. You also agree that information provided by referees will be confidential to the Principal.**  **Referees cannot be employed by the Ministry of Education.** | |
| * 1. Referee One | |
| Organisation name | [Organisation name] |
| Contact name: | [Contact name] |
| Telephone | [Contact telephone number] |
| Email | [email address] |
| * 1. Referee Two | |
| Organisation name | [Organisation name] |
| Contact name: | [Contact name] |
| Telephone | [Contact telephone number] |
| Email | [email address] |
| 1. **Police Vetting** | |
| Confirm that all personnel (including all sub-contractors) if identified as being 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: 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, the Tenderer agrees to:  1. 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) ([Contractor and consultant insurance for school property projects - Ministry of Education](https://www.education.govt.nz/insurance)) 2. maintain a minimum of $2 (more if appropriate) million Public Liability insurance 3. maintain a minimum Motor Vehicle Liability insurance for all vehicles to be used to deliver the Contract Works 4. 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 Tenderer/Tender may be excluded from further evaluation or selection if the Principal determines that entering into a Contract with a Tenderer represents a significant risk to the Principal.** |
| * 1. Confirm that there are no events, matters or circumstances, 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):  1. actions of insolvency proceedings, bankruptcy, administration (voluntary or otherwise), statutory management, compulsory winding up, receivership or similar 2. 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 3. structural/ownership changes (e.g. merger, sale, restructure) 4. disputes (e.g. union dispute, legal dispute, court action) 5. being declared a threat to national security or the confidentiality of sensitive government information 6. 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). |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that no director or principal of the Tenderer or that any Key Personnel:  1. 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 2. has been convicted of a criminal offence related to business or professional conduct 3. has been declared to be bankrupt, in receivership or liquidation 4. has made a false declaration 5. has had a serious performance issue in relation to previous service provision 6. has been convicted of professional misconduct or any serious crime or offence (or has any pending) 7. has performed an act or omission which has adversely reflected on the commercial integrity of your organisation 8. has failed to pay taxes, duties or other levies 9. has been declared a threat to national security or the confidentiality of sensitive government information 10. is a person or organisation designated as a terrorist by New Zealand Police.   If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| 4.12.3 Confirm that the Tenderer’s conduct aligns with the Government’s expectations as set out in the [**Supplier Code of Conduct**](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf). If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| 1. **Conflicts of Interest** |
| Confirm that you are not aware of any:   1. circumstance that may represent an actual, potential or perceived Conflict of Interest between your interests and/or those of your Key Personnel and/or sub-contractors and the duties/responsibilities in delivering the Contract Works 2. Principal personnel having any interest in, or association with you and/or your sub-contractors that may give rise to any perceived, potential or actual Conflicts of Interest.   If unable to confirm, provide an explanation. |
| 1. [Confirmed / Not Confirmed: [Explanation]] 2. [Confirmed / Not Confirmed: [Explanation]] |
| 1. **Price** | |
| State the total Price to carry out, supply, construct, complete, deliver and remedy defects in the whole of the Contract Works in conformity with these Tender Documents.  Pricing information required from Tenderers and the format for its presentation is set out in the Pricing Summary (Appendix 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. be calculated in accordance with the Australian and New Zealand Standard Method of Measurement (ANZSMM 2018)       4. specify all rates (either hourly or daily or both as required) where the Price, or part thereof, is based on fee rates       5. 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       6. be submitted on the basis that no proposed Tags will be accepted       7. be submitted in an .xls or .xlsx file       8. 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 Principal or a third party will incur cost related to the delivery of the Contract Works must be stated, and the cost estimated if possible | |
| The Pricing Schedule (Appendix 2) has been completed and submitted with the Tender:  [Confirmed] | |
| 1. **Tags and Assumptions**   **The Principal has a strong preference that there are no Tags.** | |
| * 1. Confirm that you do not wish to propose any Contract Tags. If not confirmed, detail proposed Contract Tags in the Proposed Tags Table (Appendix 3). Where possible the Tenderer is to appropriately price each Contract Tag. | |
| [Confirmed /Not Confirmed: detail proposed Tags in the Proposed Tags Table (Appendix 3)] | |
| * 1. For each proposed commercial or designs/drawings/plans/specifications related Tag, detail:  1. proposed Tag number 2. brief description of the proposed Tag 3. price impact/implications of the Principal accepting the proposed Tag (if known). | |
| [Either N/A or detail as above in Appendix 3] | |
| * 1. For each assumption, detail:  1. assumption number 2. brief description of the assumption 3. price impact/implications of the assumption (if known). | |
| [Confirmed / Not Confirmed (detail each assumption as above in Appendix 3)] | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 Notices to Tenderers/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] | |
| Supplier Code of Conduct | I acknowledge the Ministry’s expectations for the Consultant’s conduct as set out in the [Supplier Code of Conduct](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf) (the Code) and agree to:   1. not offend against the Code 2. make all sub-contractors aware of the Code. | | [AgreeDisagree] | |
| 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 excluded 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: | | [Tenderer’s name] | | |
| 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. | | | | **☐** | |
| All Notices to Tenderers have been allowed for and incorporated into Tender response | | | |  | |
| 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 and page limits adhered to) | | | | **☐** | |
| Form of Tender Part B (completed and declaration signed) | | | | **☐** | |
| Schedule of Prices (completed and submitted as a separate document in excel format) | | | | **☐** | |
| Preliminary works programme | | | | **☐** | |
| Draft or example SSSP | | | | **☐** | |
| Evidence of health and safety accreditation | | | | **☐** | |
| CVs of Key Personnel | | | | **☐** | |
| Organisational chart | | | | **☐** | |
| Tags, Clarifications and Assumptions Table (completed and submitted as a separate document in Word .doc format) | | | | **☐** | |
| Preliminary quality plan (5.18 Schedule 1 – Special Conditions of Contract) | | | | **☐** | |
| Preliminary traffic management plan (5.19 Schedule 1 – Special Conditions of Contract) | | | | **☐** | |
| Preliminary environmental control plan] (5.22 Schedule 1 – Special Conditions of Contract) | | | | **☐** | |

# APPENDIX 1: Draft Contract

[Name of the School]Request for Tenders

The Draft Contract is included in the file attachments to the GETS Tender Notice.

(Ensure that the draft Contract is included in the file attachments to the GETS Tender Notice.)

# APPENDIX 2: Schedule of Prices

The Pricing Schedule is included in the file attachments to the GETS Tender Notice.

# APPENDIX 3: Tags, Clarifications and Assumptions Table

The Principal has a strong preference that there are no Contract related Tags.

**Proposed Contract Tags**

The Tags, Clarifications and Assumptions Table is included in the file attachments to the GETS Tender Notice. The completed Tags, Clarifications and Assumptions Table must be submitted as a separate document in Word .doc format.

(Ensure that the Tags, Clarifications and Assumptions Table (embedded below) is included as a separate Word document in the file attachments to the GETS Tender Notice and that the embedded version below is deleted from this tender document.)

