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 Registration of Interest (ROI) Template

This template is to be used for the first stage of a two-stage open tender (open Registration of Interest (ROI) followed by a closed Request for Tenders (RFT) to short-listed Tenderers) for the procurement of Contract Works with a value of $100,000 or more.

The 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 registration or may submit a registration are referred to as “Tenderers”.

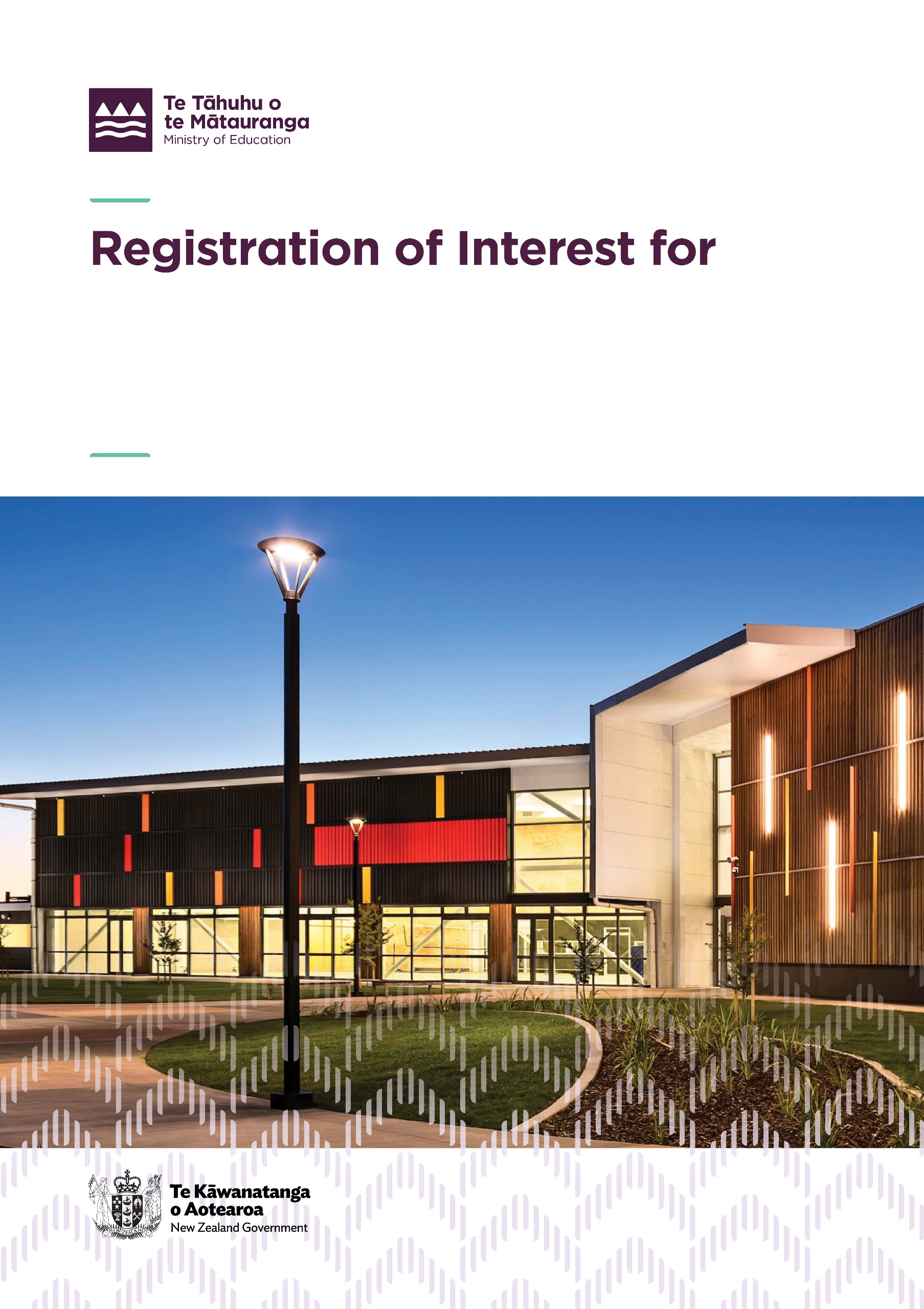
When identifying the name of the school in the Procurement title, follow this with (the School). The specified school may then be referred to as “the School” throughout the ROI.

**Content in the ROI 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
   1. Section 4 Form of Registration Part A (file name: Form of Registration [Procurement Title] [Name of School] (the School) – [Project Title] – [Nature of Contract Works] ROI)
   2. Section 4 Form of Registration Part B (file name: Form of Registration Part B [Procurement Title] [Name of School] (the School) – [Project Title] – [Nature of Contract Works] ROI)
5. save the whole ROI document (including Section 4: Form of Registration Parts A and B) as a PDF document (file name: [Procurement Title] [Name of School] (the School) – [Project Title] – [Nature of Contract Works] ROI)

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 lamp post and a lawn

AI-generated content may be incorrect.

ROI released: [date]

Deadline for Questions: [Time date]

Deadline for Registrations: [Time date]

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# Key Information

## Context

* + 1. This Registration of Interest (ROI) is an open invitation to Contractors (Tenderers) to submit a Registration 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).
    3. It is intended that Tenderers shortlisted from this ROI will be invited to participate in a subsequent closed Request for Tenders (RFT) however the Principal reserves the right to award a contract directly from this ROI.

## Indicative Timeline

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

|  |  |
| --- | --- |
| ROI published on 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 Registrations** | [Time date] |
| Unsuccessful Tenderers notified of outcome (week starting) | [Date] |
| Closed RFT released to shortlisted Tenderers | [Date] |
| Contract award | [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 ROI is:

Name: **[Procurement Officer name]**

Role: Procurement Officer

* + 1. All enquiries in relation to this ROI must be directed to the Point of Contact through the GETS question/answer function. Requests for clarification and questions relating to developing a Registration must be made before the Deadline for Questions (Section 1.2a). All communications in relation to this ROI will be managed by the Point of Contact.
    2. By subscribing to this ROI through GETS, you will automatically be informed by email of all Tender Notifications for this ROI.
    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 ROI. [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. (Use this if site there are visits) Tenderers will be given the opportunity for a site visit. Site visits will be limited to [number] persons per Tenderer. Tenderers wishing to attend a site visit must register with the Point of Contact by the date detailed in the Indicative Timeline (paragraph 1.2a) through the GETS question/answer function with the following information:
* Tenderer’s name
* names(s) of those attending
* contact phone number

(Use this if you do not have site visits) Site visits are not available for this ROI and Tenderers must not access the School for any purposes related to this ROI.

## Developing Your Registration

* + 1. Registrations for this ROI must include all the information requested in and be in the format and set out in the Form of Registration (Part A and Part B). Microsoft Word document versions of the Form of Registration (Part A and Part B) are included with the GETS Tender Notice for this ROI.
    2. Registrations not submitted in the format of the Response Forms may be excluded from evaluation.
    3. Registrations must demonstrate an understanding of the Requirement and that the Tenderer has sufficient capability (skills and expertise) and capacity (resources, availability and contingency) to satisfactorily deliver the Contract Works within the required timeframe.
    4. Tenderers must complete and sign the Tenderer’s Declaration in the Form of Registration Part B.
    5. Your Form of Registration Part A: Capability and Capacity 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. Your Form of Registration Part B: General, Due Diligence and Declaration response is not restricted by a page limit, however the font size is limited to no smaller than Arial size 10.
    7. Registrations are limited in size to 100mb. Any exception to exceed this limit must be approved in advance by the Principal.

## Submitting your Registration

* + 1. Registrations for this ROI 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 Registrations (important for Registrations greater than 10mb).
    2. To submit a Registration through GETS:

1. in the Tender Notice, click “Tender a Response”
2. complete the on-line form and attach your Registration documents
3. click “Commit” (Tenderers will receive an auto-generated email from GETS acknowledging receipt of the Registration).
   * 1. Registrations 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 Registration Part A and Form of Registration Part B as separate files clearly named:

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

[Tenderer name] for [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] ROI Part B.

## ROI Process Terms and Conditions

* + 1. This ROI is the first stage of a two stage open 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 Registration, the Tenderer agrees that its Registration will remain open for acceptance by the Principal for [number (no less than three)] calendar months from the Deadline for Registrations.
    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 ROI or ROI Process

* + 1. Following release of this ROI, any changes to the ROI document or ROI 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 ROI through GETS. By being invited through GETS to participate in this closed ROI, 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 ROI.
    2. All information communicated through the GETS question/answer function and all Addenda to the ROI form part of this ROI.

## Tender Documents

* + 1. Documents attached to the GETS Tender Notice for this ROI and which form part of this ROI (Tender Documents) are:
       1. ROI (pdf)
       2. Form of Registration Part A (Word document)
       3. Form of Registration Part B (Word document)
       4. Draft Contract
       5. [Other information (specify)].
    2. 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 ROI 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 [Tenderer name] for [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] ROI”.

# 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) The Project background is:
       1. [General description of the Project]
       2. [Outcome sought]
       3. [History]
       4. [Project completion date]
       5. Project roles are:
          1. Project Manager: [name]
          2. Quantity Surveyor: [name]
          3. 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].
    2. 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. The Principal has a strong preference that there are no drawings and specifications related Tags.
    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)
* the following known potential additional requirements at the School:
  + [description of additional stages/phases of the project at the School]
  + [description of potential additional requirement]
* currently unforeseen additional requirements at the School:
  + up to 12 months following practical completion
  + that are comparable in nature to the known requirement
  + where there is reasonable justification for awarding the additional requirements to the Contractor
  + 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 in Appendix 1: Project Information
       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].
       2. [COVID-19 Health and Safety requirements]
    3. A School Access Plan (SAP) for the management of worker access at the School will be agreed between the Principal 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: [Contractor and consultant insurance for school property projects - Ministry of Education](https://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 $2 million Public Liability insurance
       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.
    8. The Ministry’s expectations for the Contractor’s conduct are set out in the [Supplier Code of Conduct](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf) (the Code). The Contractor must make all sub-contractors aware of the Code.

## 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 satisfactorily deliver the Contract Works within the required timeframe.
    2. Key Roles requiring named Key Personnel are:
       1. Contract Representative
       2. Site Manager/Foreman
       3. Quality Manager
       4. 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. (Optional) The Contractor must confirm subcontracting arrangements for the following key trades:
       1. [Key Trade]
    5. 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)
       2. One of the industry based health and safety accreditations listed at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).

## The Contract

* + 1. 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] ([Construction contracts for professional services and works).](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/contracts-ministry-led-school-property-projects)
    2. The terms and conditions of the Contract apply for this procurement.

# Tender Evaluation

## Evaluation method and criteria

* + 1. Registrations 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 |
| **Capability**  Skills and expertise of:   * The Tenderer (organisational) * Key Personnel * Key Trades   as evidence by qualifications, recent relevant experience and track record | [65%] (default)  or  [XX%] |
| **Capacity**   * Sufficiency, availability and contingency of:   + The Tenderer (organisational)   + Key Personnel   + Sub-contractors * Resource Plan | [35%] (default)  or  [XX%] |
| TOTAL | 100% |

## Scoring

* + 1. Registrations will be scored for each criterion using the following scoring scale:

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

* + 1. A Registration may be excluded from further evaluation/shortlisting if it scores less than five (deficient or unacceptable) for any evaluation criteria.
    2. Shortlisting of Registrations/Tenderers will take into account:
       1. total weighted ET scores
       2. the Principal’s desire to maintain/develop market capability and competition
       3. due diligence.

## Due diligence

Due diligence may be undertaken on one or more Registration/Tenderer at any time before, during or after evaluation and the results may be taken into account in the evaluation/selection process. A Registration may be excluded from further evaluation or shortlisting if, as a result of due diligence undertaken 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 Registrations
    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 Registration Part A: Capability and Capacity

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

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

### for [Name of the School] (the School) – [Project Title] – [Nature of Contract Works] Registration of Interest

|  |
| --- |
| **Tenderer Name** |
| [Tenderer’s trading name] |
| 1. **Capability (skills and expertise)** |
| * 1. Provide an overview of your (the Tenderer’s) 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 examples of delivering similar Contract Works including:  1. a brief description of the project 2. your organisation’s specific involvement 3. client name 4. client contact name, telephone number and email address 5. start and practical completion dates 6. location.   Examples must:   1. have been delivered within the last five years 2. be preferably in a comparable setting (for example: institutional) 3. have reached practical completion 4. have been delivered by your organisation as the Main Contractor. |
| [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. descriptions of two instances acting in the key role for similar engagements (delivered within the last five years, beyond practical completion and preferably in a comparable setting (for example: institutional)). |
| (List the key roles as listed in Section 2)   * + - * Contract Representative [Name]       * Site Manager/Foreman [Name]       * Quality Manager [Name]       * Health and Safety Manager [Name]   (Append a two-page CV for each Key Person) |
| (Delete this Section if you deleted the corresponding section in 2.3)   * 1. List your nominated subcontractors for each of the key trades listed in Section 2.3d and for each, provide the following information:   nominated subcontractor’s name  contact person/telephone number  relevant organisational experience  key personnel and their relevant experience  track record working with your organisation  Where a key trade is not to be subcontracted, state “In house”. |
| (List the key trades as detailed in Section 2.3d. Delete if none.)  [Key trade 1]: [subcontractor information]  [Key trade 2]: [subcontractor information] |
| * 1. Confirm your accreditation to one of the following or to a comparable health and safety accreditation:   AS/NZS 45001:2018 (Occupation Health and Safety Management Systems)  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/).  If confirmed, specify which accreditation and append evidence to your tender. If not confirmed, provide an explanation. |
| [Confirmed: [specify which accreditation and append evidence] / Not Confirmed: [Explanation]] |
| * 1. Confirm that you operate a documented health and safety policy and system that aligns with AS/NZS 45001:2018 and the requirements set out at [Property projects: contractor health and safety.](http://www.education.govt.nz/property-contractor-health-and-safety/)   If confirmed, state how long your organisation has operated its health and safety policy and system. If not confirmed, provide an explanation. |
| [Confirmed: [state how long your health and safety policy and system has been in operation at your organisation] / Not Confirmed: [Explanation]] |
| 1. **Capacity (Resources, availability and contingency)** |
| * 1. Provide an overview of your organisational capacity (resources and availability) as they relate to the satisfactory delivery of the Contract Works within the required timeframe 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:] | | 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:] | | 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. Outline your resource plan for ensuring that sufficient suitable personnel (including Key Personnel 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] |

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

### (PART A AND PART B OF THE FORM OF REGISTRATION MUST BE SUBMITTED AS SEPARATE DOCUMENTS)

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

|  |  |
| --- | --- |
| 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. **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 Registration. 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** | |
| As per paragraph 2.2h, confirm that all personnel (including all sub-contractors) who are likely to have unsupervised access to students at the school during normal school hours agree to be Police vetted. If unable to confirm, provide an explanation.  Note:  “Unsupervised” means not chaperoned by a school staff member or parent.  A Police vet is a review by the School of a person’s criminal conviction and other relevant information held by the New Zealand Police Vetting Service. | |
| [Confirmed / Not Confirmed: [Explanation]] | |
| 1. **Insurance** | |
| 4.8.1 Confirm that for the Contract Works, you agree to be insured for accidental loss and/or damage under the Ministry’s Contract Works Insurance (including an excess of $5,000 except for an excess of $25,000 for loss arising from testing and commissioning)([Insurance for school property projects](http://www.education.govt.nz/insurance/)). If unable to confirm, provide an explanation. | |
| [Confirmed / Not Confirmed: [Explanation]] | |
| 4.8.2 Confirm that for the Contract Works, you agree to maintain a minimum of [$2 million] (or more, if appropriate) Public Liability insurance. If unable to confirm, provide an explanation. | |
| [Confirmed / Not Confirmed: [Explanation]] | |
| 4.8.3 Confirm that you maintain a minimum of third party motor vehicle insurance for all vehicles to be used to deliver the Contract Works. If unable to confirm, provide an explanation. | |
| [Confirmed / Not Confirmed: [Explanation]] | |
| 4.8.4 Confirm that you maintain sufficient insurance for all plant and equipment to be used to deliver the Contract Works. If unable to confirm, provide an explanation. | |
| [Confirmed / Not Confirmed: [Explanation]] | |
| 1. **Due Diligence**   **The Principal may undertake checks to assess the risk of entering into a Contract with a Tenderer. A Registration may be excluded from further evaluation or shortlisting if the Principal determines that entering into a Contract with a Tenderer represents a significant risk to the Principal.** | |

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| * 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).   If unable to confirm, provide an explanation including the name of the organisation from which your organisation is a phoenix organisation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| * 1. Confirm that no director or principal of the Tenderer or 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. |
| * 1. Confirm that your 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.   If unable to confirm, provide an explanation. |
| 1. [Confirmed / Not Confirmed: [Explanation]] 2. [Confirmed / Not Confirmed: [Explanation]] |
| 1. **Assumptions** |
| Confirm that your Registration is not based on any assumptions. If not confirmed, provide an brief explanation including:   1. description of the assumption 2. impact/implication of the assumption. |
| [Confirmed / Not Confirmed (detail each assumption as above)] |

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| 1. Tenderer’s Declaration | | | | |
| **Item** | **Declaration** | | **Declaration** | |
| RFx Process Terms and Conditions | I have read and fully understand this ROI including the RFx Process Terms and Conditions (Section 1.6) and related GETS questions/answers and Tender Notifications. I confirm that the Tenderer agrees to be bound by them. | | [Agree/Disagree] | |
| Collection of further information | I authorise the Principal to:   1. collect relevant information about my organisation and Key Personnel (except commercially sensitive pricing information) from any relevant third party, including a referee, or previous or existing client and 2. use such information in the evaluation of this Registration.   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 Principal’s expectations for the Contractor’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. | | [Agree/Disagree] | |
| Ethics | In submitting this Registration, 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 ROI 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 Registration 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 Registration. Where a Conflict of Interest arises during the ROI process, the Tenderer will report it immediately to the Point of Contact. | | [Agree/Disagree] | |
| **DECLARATION**  I declare that in submitting this Registration and declaration:   * + 1. the information provided is true, accurate and complete and not misleading in any material respect     2. the Registration does not contain intellectual property that will breach any third party’s rights     3. I have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration 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 Registration and this declaration may result in the Registration being excluded from further evaluation or selection and may be grounds for termination of any Contract awarded as a result of the ROI.   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] | | |
| **Tenderer’s Checklist** | | | | **✓** | |
| All Sections of the Form of Registration Parts A and B have been completed. | | | | **☐** | |
| Form of Registration Parts A and B are submitted as separate documents. | | | | **☐** | |
| The Tenderer’s Declaration has been completed and signed by the person authorised to represent the Tenderer | | | | **☐** | |
| Referees detailed in the Registration have agreed to be referees and are aware that they may be contacted by the Principal (where relevant) | | | | **☐** | |
| The following documents are being submitted by the Tenderer: | | | | | |
| Form of Registration Part A (completed and page limits adhered to) | | | | **☐** | |
| Form of Registration Part B (completed and declaration signed) | | | | **☐** | |
| CVs of Key Personnel | | | | **☐** | |