

Contract [Number]
[Contract Name]
Contract Documents

<<This proforma document provides the basis for the development of physical works Contract documents for the Waka Kotahi **Measure and Value and Lump Sum** specific project Contracts and replaces the previously separate M&V/LS IFT proformas.>>

Traditional

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|---------------------------|-------------|--------|---------------------------|
| Compiled by: | [Signature] | [Date] | <<Name Printed or Typed>> |
| Reviewed by: | [Signature] | [Date] | <<Name Printed or Typed>> |
| Released by: | [Signature] | [Date] | <<Name Printed or Typed>> |

| | | | |
|-----------------------|-------------------------------------------------|------------------------|---------------------|
| Document prepared by: | [Consultant Name, Street Address, PO Box, CITY] | | |
| File No: | <<<to be advised>>> | | |
| Document Release No: | [1] | Document Release Date: | [Date, Month, Year] |
| Computer Ref: | <<<to be advised>>> | | |

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Instructions for Tendering

[Project Name]

Contract No. [Contract Number]

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DOCUMENT CHANGE FORMAT CODES

This proforma document provides the basis for the development of physical works Contract documents for Waka Kotahi NZ Transport Agency's (Waka Kotahi) **Measure and Value and Lump Sum** specific project Contracts. The purpose of the proforma is to provide consistency throughout the Waka Kotahi regional operations and to ensure that an appropriate level of detail is provided for tender documentation.

Black

Black text is mandatory and may not be changed without approval prior to issue by the Waka Kotahi Project Manager, who will consult with the Waka Kotahi Procurement Team on all material changes made.

Red

Red text is used for data which requires fields to be updated or at least considered for each contract and marked at the beginning with [and the end with]. Text can also be used as is, modified or replaced. All red text adjustments must have the Waka Kotahi Project Manager's approval. Red text must be converted to Black text, prior to tender document release.

Blue

Blue text is used for optional clauses which can be included as is or deleted in full. Blue text must be converted to Black text, prior to tender document release.

Purple

Purple text is used for prequalification clauses which are to be included for prequalification tenders only. Prequalification clause details must be prior approved with the Project Manager. Purple text must be converted to Black text, prior to tender document release.

<<Guidance Notes>>

Blue text with yellow highlighting and marked at the beginning with << and the end with >> are guidance notes for the Tender Document creator. Guidance notes must be removed prior to tender document release.

SET NO. _____

Contractor:

Address:

Contact Numbers:

[Phone]

Engineer:

[TBA]

Address:

[Engineer Address]

Contact Numbers:

[Phone]

Principal:

New Zealand Transport Agency (Waka Kotahi NZ
Transport Agency)

Address:

[Principal Address]

Contact Numbers:

[Phone]

Tender Close

Refer to IFT Section [1.6] for tender closing details.

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1 KEY INFORMATION FOR TENDERERS

1.1 Definitions

1.1.1 Tenderers are advised to read the Schedule 1 - Conditions of Contract, Section 1.2 and Conditions of tendering, Section 2, 101.2. These sections define the terms used throughout this document.

1.2 Programme

1.1.1 <<Guidance Note: Explain how this project fits in with a specified Programme>>

1.3 Description of Contract Works

1.3.1 <<Example: This Contract is for the construction of >>>>>>>>>> between >>>>>>>>>> and >>>>>>>>>>. The section is >>>km long and includes >>> bridges and >>>>>>>>>>.>>>

1.4 Contract Type

1.4.1 <<Either:>> This Contract is a 'Measure and Value' Contract as defined by General Conditions of Contract, Clause 2.1.1. <<Guidance note: use this clause if M&V Contract>>

<<OR:>> This Contract is a 'Lump Sum' Contract as defined by General Conditions of Contract, Clause 2.1.1. <<Guidance note: use the clauses 1.3.2 and 1.3.3 if LS Contract>>

1.4.2 Under this form of Contract, it is the Tenderer's responsibility to:

- a) Confirm quantities required to construct the Contract Works;
- b) Identify, assess and manage risk;
- c) Establish the optimal methodology to comply with the requirements of the Contract Documents.

1.4.3 The risks allocated to the Principal are defined in the Contract Documents. The Contractor is responsible for managing all other risk within the Lump Sum price. For the avoidance of doubt, unless specifically stated otherwise elsewhere in the Contract Documents, the risks allocated to the Contractor include, but are not limited to:

- a) Discrepancies between the quantities indicated by the Drawings and the quantities listed in the Schedule of Prices;
- b) Differences between the quantities indicated by the Drawings and/or listed in the Schedule of Prices, and the actual quantities required to construct the Contract Works.

1.5 Principal's Expectations

1.5.1 The Principal is seeking a Contractor who will:

- a) Promote the Principal's statutory objective under the *Land Transport Management Act 2003*;
- b) Provide value for money and increased price certainty in the procurement and construction of this project;
- c) Plan and undertake the Contract Works in a manner that is consistent with the Principal's customer values which collectively include:
 - Road to Zero and Safe System approach;
 - Efficient and reliable journeys;
 - Social and environmental responsibility;

- Identify and include broader outcomes to be met by the project;
 - Align with Step Change focus;
 - Speed and efficiency of project delivery; and
 - Health and Safety practices and outcomes.
- d) Implement proactive strategies to enable the well-timed completion of the Contract Works;
- e) Implement proactive strategies to enable optimal quality outcomes from the Contract Works to be achieved;
- f) Develop and implement work methods and/or materials that result in quality, performance and an optimal asset whole of life cycle;
- g) Commit to paying a living wage rate to any employee or Subcontractor that performs security or cleaning services in connection with the Contract Works (including any such services provided in respect of the Site). The Contract sets out the obligation on the Contractor and also allows the Principal to conduct a compliance audit while also requiring the Contractor to submit a self-declaration confirming compliance on an annual basis.
- h) << Guidance note: Other as maybe specifically applicable to the Contract but would need clearance from the Waka Kotahi Project Manager.>>

1.5.2 Tenderers should demonstrate in their tenders that they understand the requirements of the Tender Documents. They should also show that they can provide the necessary resources and commitment to successfully complete the Contract Works to meet the above expectations.

1.6 Risk Allocation

<<Guidance note: optional clause. Should you wish to use this clause, it must be developed in a systematic way at a risk workshop in conjunction with Waka Kotahi staff. For examples of risk allocation tables, please contact the Procurement Team.>>

1.6.1 Waka Kotahi NZ Transport Agency (Waka Kotahi) has developed a table that provides guidance to the allocation of risks. The risk allocation table is not intended to supersede those risks identified under the Conditions of Contract. Where there is a conflict of meaning or ambiguity in regard to risk allocation, the Conditions of Contract will have precedence.

| TABLE 1.5: RISK ALLOCATION TABLE | | | | |
|----------------------------------|---------------|-------------|------------------------|-------------------------|
| REFERENCE | RISK | DESCRIPTION | PRINCIPAL RETAINS RISK | CONTRACTOR RETAINS RISK |
| <<Risk register reference>> | <<Risk name>> | | [Yes/No] | [Yes/No] |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1.6.2 Tenderers are encouraged to advise the Principal where they have been silent on other risks or where they are not comfortable where the risk allocation has been undertaken.

1.7 Tender Submission

- 1.7.1 In accordance with the Prequalification for Physical Works, this Contract has been classified as <<Guidance note: include work category(s) & classification level(s): eg "Construction – Level C (4C)" >>. Tenderers are reminded that under the terms of the Highways and Network Operations (HNO) Prequalification System, only those prequalified to <<Guidance note: include work category & classification levels "Construction - Level A, B or C (4A, 4B or 4C)">> are eligible to submit a tender.
- 1.7.2 Where more than one classification level is specified (for example 3A and 4B) and the tenderer is not prequalified for one of these, a Subcontractor who does have this prequalification registration shall be included in the tender.
- 1.7.3 A prequalified tenderer may be excluded from consideration if the Principal considers that for this Contract the tenderers attributes are not of an appropriate nature to the Contract being tendered. It is the responsibility of tenderers who consider that they may be in this category to raise the issue with the Waka Kotahi Consultant, following the procedure in section [1.8] of this IFT as soon as possible.
- 1.7.4 The Principal requires Conforming Tenders for this Contract. Tenderers shall ensure that their tenders meet all the requirements of the Tender Documents.
- 1.7.5 <<Either: if alternatives are NOT acceptable:>> In accordance with Clause 105.8 of the Conditions of Tendering (Section 2 of this IFT), the Principal will not consider Alternative Tenders for this Contract.
- <<OR, if alternatives are acceptable:>> In accordance with Clause 105.7 of the Conditions of Tendering (Section 2 of this IFT), the Principal will consider Alternative Tenders for this Contract. The Tenderer shall clearly define parts of the Contract Works for which an Alternative is being offered.
- 1.7.6 With the exception of clauses [5.2.9 and 5.2.10], any requirement for Alternative Tenders shall also be a requirement for design and construct elements of a non-alternative (conforming) tender. <<Only include if Contract contains D&C elements, in which case blue text relating to Alternative Tenders must be retained even if Alternative Tenders are not permitted.>>
- 1.7.7 Tenders shall be submitted in accordance with the Schedule to Conditions of Tendering, Clause 105.1 (Section 3 of this IFT).
- <<Only include the following clauses 1.6.8 and 1.6.9 if ROI process has been completed. Typically used with LPC (Advanced), PQM >>
- 1.7.8 If the tenderer uses Subcontractors other than those named in the Registration of Interest (ROI) their tender may be deemed a Non-Conforming Tender. <<Guidance note: only include clause if ROI (shortlisting) process has been used>>
- 1.7.9 If there is any disagreement between these Tender Documents and the ROI document, the conditions and requirements in these Tender Documents shall apply. <<Guidance note: only include clause if ROI process has been used>>

1.8 Key Contract Data

- 1.8.1 The following table summarises the key features of the Contract. The information and detail contained elsewhere within the Tender Documents shall have precedence over this table if there is any ambiguity or conflict with the following information.

| TABLE 1.7: KEY CONTRACT DATA | | |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| DESCRIPTION | KEY CONTRACT DATA | DOCUMENT REFERENCE |
| Type of Contract | [Measure and Value / Lump Sum] | IFT Section [1.3] |
| Supplier selection method | [Prequalification, Lowest Price Conforming Basic/Advanced, PQM] | IFT Section [8.1] |
| Conditions of Contract | NZS 3910:2013 | CC General Conditions |
| Contract Period | [xxx] Working Days <<or>> To be nominated by tenderer, but not greater than [XX] Working Days | CC Schedule 1, 10.2.1 |
| Liquidated Damages | [\$X.XX] per Working Day | CC Schedule 1, 10.5.1 |
| Defects Notification Period | [xxx] Months | CC Schedule 1, 11.1 |
| Cost fluctuations | [Do not Apply/Apply] from commencement of Contract << Guidance Note: "Apply" if Contract includes bitumen supply or if the Contract period exceeds 12 months>> | CC Schedule 1, 12.8 |
| Closing date for tender queries | [8] days prior to tender close | IFT Section [1.8] |
| Tenders close | [Time, day, date, month year] | IFT Section [3] |
| Inception Meeting | Date to be set in W/C [Date] Not later than [insert date] <<Guidance Note: approx. 5-10 Working Days after date of issue of RFT>> | IFT Section [1.16] |
| Site Visit | [Date to be advised] | IFT Section [1.17] |
| Interactive tendering meetings | [Date(s) to be advised] | IFT Section [1.18] |
| Target date for naming of Preferred Tenderer | [insert date] <<Guidance Note: generally allow 30 Working Days from tender close>> | |
| Target date for Acceptance of Tender | [insert date] <<Guidance Note: generally allow 40-60 Working Days from tender close, based on the Business Rules under SM021>> | |
| [Other] | | <<State document and section/clause reference>> |

TABLE 1.7: KEY CONTRACT DATA

| DESCRIPTION | KEY CONTRACT DATA | DOCUMENT REFERENCE |
|-------------|-------------------|--------------------|
|-------------|-------------------|--------------------|

Note: W/C = week commencing

- 1.8.2 The above timetable depends on the Principal obtaining resource consents and land. The Principal may delay awarding this Contract if it is unable to achieve these within the tender period.
<<Guidance Note: Only include if there are outstanding Land and Resource Consent issues during the tender period.>>

<<Guidance note: insert clauses 1.7.3 and 1.7.4 for Contracts that fall under the Waka Kotahi PAI policy. >>
- 1.8.3 The Principal has arranged for Principal Arranged Insurance (PAI) for the Contract Works and Public Liability for this Contract.
- 1.8.4 Refer to the following Link for details of the PAI policy: <http://nz.marsh.com/nzta-pai/>.

1.9 Communications During Tender Period

- 1.9.1 Communications during the tender period is from date of invitation to tender to tender closing date. All enquiries regarding the RFT must be directed to the **Consultant's** Nominated Person. Tenderers must not directly or indirectly approach any representative of the Principal, or any other person, to solicit information concerning any aspect of the RFT. Only the **Consultant's** Nominated Person, and any authorised person of the Principal, are authorised to communicate with tenderers regarding any aspect of the RFT. The Principal will not be bound by any statement made by any other person.
- 1.9.2 When tenderers receive the Tender Documents, they shall notify the Consultant's Nominated Person in Clause [1.8.4] of the name and contact details of the person within their own organisation with whom they will direct all communications during the tender period (the Tenderer's Nominated Person).
- 1.9.3 All communications between the Consultant's Nominated Person and tenderers must be in writing. For the purposes of this IFT, this includes e-mail communication, which may include attachments.
- 1.9.4 Communications must be clearly labelled with the Principal's assigned contract number and name. Communications not so addressed may be delayed and/or not actioned. All tenderer's queries shall be addressed to:

| | |
|--------------------------------|------------------------------------------------|
| [Name of Consultant's Company] | |
| [Address 1] | |
| [Address 2] | |
| [CITY] | |
| For the Attention of: | [insert name of Consultant's Nominated Person] |
| Contract Number: | [Contract number] |
| Contract Name: | [Contract name] |
| Email: | [email address] |

- 1.9.5 Tenderer's enquiries shall be raised with the Consultant's Nominated Person as soon as possible but not later than **[eight]** Working Days before the tender closing date. Where the Principal

considers it necessary and/or appropriate, they will endeavour to respond to all queries within [48] hours of receiving them.

- 1.9.6 It is the tenderer's responsibility to ensure that the Consultant's Nominated Person has received any enquiry that they have raised.
- 1.9.7 Where the Principal considers it necessary and/or appropriate, the answers to any questions will be made in writing, by way of Notice to Tenderers, to all who have uplifted tender documents and will subsequently be annexed to, and form part of, the Contract. All tenderers shall acknowledge receipt of each Notice to Tenderers by emailing or returning the associated acknowledgement receipt to the Tenders Secretary and also confirm receipt of each Notice to Tenderers in the tender submission.
- 1.9.8 Telephone communications shall be permitted between the Consultant's Nominated Person and the tenderer's nominated person, for the purpose of clarifying the specific issues raised in that tenderer's tender query. Discussions will be **strictly** limited to such clarifications. Any such telephone communication is non-contractual and is for information only.

1.10 Communications – “Commercial in Confidence”

<<Must be included if “Interactive Tender Process” has been selected>>

- 1.10.1 Where a tenderer's communication includes commercially sensitive information the tenderer can request, and upon agreement with the Consultant's Nominated Person, it can be given "Commercial in Confidence" status.
- 1.10.2 “Commercial in Confidence” communications must follow the requirements of section [1.8] above, with the following additions:
- Communications that are "Commercial in Confidence" must be issued separately in the format of a Notice to Specific Tenderer; and.
 - Communications that are "Commercial in Confidence" must be clearly marked "Commercial in Confidence".
- 1.10.3 The Principal will respect "Commercial in Confidence" communications. However, where a significant event arises, which in the Principal's opinion threatens to frustrate or end the tender and/or Contract process, the Principal reserves the right to inform all tenderers by 'Notice to Tenderer' or to terminate the tender process. If the Principal deems this to be the case it will communicate with the tenderer who raised the "Commercial in Confidence" matter to seek their agreement (in writing) to relax the "Commercial in Confidence" status. If the tenderer does not agree, the Principal will decide whether the communication should be the subject of a general communication to all tenderers.

1.11 Conflict of Interest, Risk of Bias or Collusion

- 1.11.1 Tenderers are required to declare, at the commencement, as soon as practicable after uplifting the Tender Documents, or as they become aware of them, any actual or potential conflicts of interest or risk of bias during the tender process, relating to any individual or company involved in the tenderer's bid. This includes individuals and companies engaged in any subconsultant, Subcontractor or other supply arrangement. The tenderer must advise the Principal of the means that they intend to use to remove or mitigate such conflicts of interest or risk of bias.
- 1.11.2 Tenderers are required to declare any conflicts of interest and submit them with their tender submission.
- 1.11.3 Tenderers are required to warrant that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than where:
- Joint venture arrangements exist between the tenderer and a competitor;

- The tenderer has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with the competitor is limited to the information required to facilitate that particular subcontract; and/or
- The tenderer and a competitor have an agreement that has been authorised by the Commerce Commission.

- 1.11.4 Any tenderer that is uncertain as to what would be considered by the Principal to be collusive or anti-competitive behaviour is encouraged to proactively discuss potential or perceived collusive behaviour with the nominated Probity Auditor, Commerce Commission and/or the Principal, in advance to preparing their tender. In such circumstances the tenderer may be required to disclose to the Principal the name of the competitor and the extent of any arrangements or agreements with them.
- 1.11.5 In the event that no such disclosure is made, the tenderer warrants that their tender has not been prepared with any consultation, communication, contact, arrangement or understanding with any competitor.
- 1.11.6 The Principal reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by tenderers to the Probity Auditor and/or other appropriate authority(s), and to provide them with any relevant information, including their tender submission.
- 1.11.7 The Principal may refer any actual or potential conflicts of interest or any risk of bias that it becomes aware of, to the Probity Auditor, and decide the appropriate action to remove or mitigate any potential conflicts of interest or risk of bias.
- 1.11.8 The Principal reserves the right to decline the tender of any Tenderer that
- Has been found to contravene their warrant, and / or
 - Cannot satisfactorily remove or mitigate a conflict of interest or risk of bias that, in the opinion of the Principal, creates an unfair advantage or impropriety in the tender process.

1.12 Tender Tag and Clarification Statement

- 1.12.1 The Principal's preference is that tenderers' tender do not contain tags or clarifications. However, it is acknowledged that in some circumstance's tenderers may feel it is necessary to tag or clarify their tender submission.
- 1.12.2 If the tenderer wishes to tag or clarify their tender submission in order to modify the contractual terms detailed in this Tender Document, then that tenderer **must** detail that modification in either their tender tag and clarification statement, or in an Alternative Tender statement.
- 1.12.3 Tender tag and clarification statements must include the following information for each item:
- reference to the part of the Contract that is intended to be changed;
 - a full description of the proposed change; and
 - the tenderer's reason for requiring such a change to the contractual requirements.
- 1.12.4 Only tag(s) or clarification(s) that comply with the above, and that are included in File 1 of a tenderer's tender submission, shall be considered by the Principal.
- 1.12.5 Any statement that has the general effect of being a tag or clarification but is not included in a tender tag and clarification statement or Alternative Tender statement
- may be disregarded at the Principal's discretion;
 - does not take precedence over the requirements of this Tender Document; and
 - is of no effect unless expressly recognised in writing by the Principal.

- 1.12.6 The Principal is not required to accept any tag or clarification. Tenderers may be required to modify or remove any or all tags or clarifications at the Principal's discretion. Failure to modify or remove a tag or clarification on request may result in that tender being deemed to be a Non-Conforming Tender.
- 1.12.7 The Principal may, at its discretion, assign a premium to any tender in the tender evaluation process in respect of an accepted tag or clarification that the Principal considers it alters the risks, benefits, or cost of the project.

1.13 Site Investigations

- 1.13.1 Some site investigation has been carried out <<state where e.g. along the alignment>>. The information arising from such investigations is enclosed in Appendix [XX]. Tenderers are required to make their own interpretation of this information and shall be deemed to have satisfied themselves as to the nature of the ground and subsoil before submitting their tender.
- 1.13.2 The Principal warrants the accuracy relative to the control for the topographical survey undertaken in accordance with the Waka Kotahi Minimum Standard Z/6 *Survey Specification* and as stated in the Consultant's Survey Report [title of appropriate survey report] dated [insert date].
- 1.13.3 The aerial photography provided to tenderers was flown on [Date].

1.14 Supplementary Site Investigation

- 1.14.1 A supplementary site investigation contract has been organised by the Principal. The investigation contractor, [Name], is available to carry out supplementary investigations during the tender period to provide additional information for tenderers.
- 1.14.2 Tenderers are required to submit to the Principal in writing their requested work scope for supplementary Site investigation no later than the date shown on the tendering timetable in section [1.7] of this IFT. The tenderer shall include with their requested work scope justification for each investigation required. The requests will be coordinated by the Principal's consultant to establish a programme that satisfies, as far as practicable, all tenderers requirements in the time available during the tender period. In consultation with the tenderer, the Principal reserves the right to modify an individual tenderer's requested work scope.
- 1.14.3 The Principal's consultant will supervise the investigation programme, but tenderers are welcome, as far as practicable, to observe elements of the investigation.
- 1.14.4 Tenderers will be supplied with all factual information resulting from the supplementary Site investigation.
- 1.14.5 The Principal will meet the cost of the supplementary investigation contract(s).
- 1.14.6 Tenderers may carry out further independent investigations and testing at their own expense but shall co-ordinate their field work with the Principal's consultant. This is to avoid unreasonable conflict with, or compromising of, the supplementary investigation contract(s). It also ensures that any inconvenience to landowners, tenants and road users is kept to a minimum.
- 1.14.7 Tenderers shall make their own interpretation of the information resulting from the supplementary site investigations and will be deemed to have satisfied themselves as to the nature of the ground and sub-soil, and the sufficiency of their tender(s).
- 1.14.8 In submitting their tender, tenderers shall be deemed to have satisfied themselves that a reasonable level of Site investigation has been undertaken to their satisfaction.

1.15 Electronic Information

- 1.15.1 Electronic copies of the following documentation have been appended to the GETS advertisement:

| DOCUMENT | FORMAT |
|---------------------------------------------|--------|
| The Schedule of Prices | Excel |
| Instructions for Tendering | PDF |
| Tender Form and Tender Information Schedule | Word |
| Other – Consultant to list | |

1.15.2 Electronic copies of documents are provided in good faith to assist tenderers.

1.16 Additional Project Information

1.16.1 The reports and other information referred to in, or attached to, or made available with, the Tender Documents have been compiled in good faith by the designers and are provided for the information of tenderers. Any Geotechnical Interpretative Report included, is based on the designer's assessment of the factual information obtained from ground investigations. Tenderers are deemed to have studied, and are required to make their own interpretation of, the contents of all the reports and information provided and made themselves aware of any matter whatsoever that may affect their tender. Tenderers are responsible for interpreting the Site conditions from the information given, their inspection of the Site and other investigations and enquiries and shall be deemed to have satisfied themselves as to the nature of ground and sub-soil conditions before submitting their tender. The Principal does not guarantee, and accepts no responsibility for, the accuracy or completeness or correctness of any data or information presented, or the correctness of any interpretations. Tenderers shall rely on all information provided by the Principal at their own risk.

1.16.2 Electronic copies of the following supporting information can be viewed at the [tempobox webSite]. The Consultant's Nominated Person shall be contacted to request access, following the procedures in section [1.8] of this IFT:

- Scheme Assessment Report
- Detailed Business Case
- Geotechnical Factual Report
- Geotechnical Interpretative Report
- Notice of Requirement application and designation conditions
- Resource Consent applications and decisions (including conditions)
- An outline of any Emissions Trading Scheme deforestation compliance requirements
- Cost Estimate and Activity Risk File
- [Other]

1.17 Sustainability Rating Scheme

<<Guidance Note: Waka Kotahi is using the ISCA Sustainability Rating Scheme on projects greater than >\$15M. ISCA must be considered for projects over \$15m and must be included for projects over \$100m. Confirm with OP3 - Safe and Sustainable Transport team whether the project is required to complete a Sustainability Rating certification under the Sustainability Rating Scheme policy. If not, delete section 1.16>>

1.17.1 The Infrastructure Sustainability Council of Australia (ISCA) is an international sustainability rating scheme used to assess the sustainability performance of infrastructure projects. Waka Kotahi has made the decision to use ISCA to drive improved sustainability outcomes on its high value capital projects.

- 1.17.2 The successful tenderer will be contractually required to construct the project to achieve, as a minimum, a [Commended/Excellent/Leading] certification under the ISCA IS Rating Scheme v[1.2/2].
- 1.17.3 The Principal is seeking a commitment from tenderers during the tendering phase to become familiar with ISCA. Tenderers shall identify which credits they would seek to gain to achieve certification at a [Commended/Excellent/Leading] level if they become the successful tenderer.
- 1.17.4 The tenderer shall prepare a Sustainability Rating Scheme Implementation Plan. The plan shall include details of:
- Project description, including timelines and targeted rating scheme certification goals;
 - The overarching strategy for achieving the rating scheme certification – for example, which credits will be sought and how credits were chosen;
 - Map of designation and project boundaries;
 - Delegation of roles and responsibilities for documentation and submittals, including who will be the overall rating scheme lead and point of contact, who will be the champions for selected credits, who within the project team are accredited IS professionals, who will upload credit evidence, and who will coordinate collection of materials in the project team;
 - Process outlining the tracking and reporting the progress on credit commitment to the Waka Kotahi Project Manager and rating scheme liaison on a quarterly basis;
 - Identification of existing documents relevant to the rating scheme credits and any amendments necessary;
 - Work breakdown structure and schedule for credit tasks, roles and responsibilities (i.e. ensuring the detailed design and construction phases);
 - Communication, human resources and risk analysis for the implementation of the rating scheme, and;
 - How this plan relates to the other health and environmental safety plans used in this project.
- 1.17.5 Tenderers shall demonstrate understanding of the ISCA sustainability rating scheme and will need to demonstrate their ability to earn a [Commended/Excellent/Leading] certification. Tenderers shall demonstrate that at least one member of the team is accredited under the Infrastructure Sustainability Accredited Professional (ISAP) program.

1.18 Tender Inception Meeting

- 1.18.1 A tender inception meeting and Site visit has been arranged for [Time, Day, Date, Month, Year].
- 1.18.2 The inception meeting is intended to provide all tenderers with an introduction to the project, a background as to how the design was developed, and residual opportunities and risks associated with the project.
- 1.18.3 Following the inception meeting, tenderers wishing to walk the Site are to meet [Consultant personnel] at [Location]. Tenderers will be advised if the Site visit has to be rescheduled due to adverse weather conditions.
- 1.18.4 Tenderers wishing to walk the Site shall register their interest by contacting the Consultant's Nominated Person, by email no later than [Time, Day, Date, Month, Year].

1.19 Site Visit

- 1.19.1 <<Either:>> No Site visit has been arranged and tenderers are assumed to have made themselves sufficiently familiar with the Site to complete their tender submission.
- 1.19.2 Tenderers must ensure that the requisite permissions have been obtained in advance, and the appropriate health and safety measures complied with. All personnel within the state highway reserve, for whatever reason, shall prepare a job safety environmental analysis that is risk assessed with the appropriate controls using the hierarchy of controls as detailed in the Health and Safety Act 2015 to lower the risk so far as is reasonably practicable for road users and road workers. Tenderers access to the Site is restricted to the following locations for safety reasons:
- a) [List access road];
 - b) [List access road];
- <<OR:>>
- A Site visit will be arranged for [Time, Day, Date, Month, Year]. Tenderers wishing to visit the Site are to meet [Consultant/Principal Advisor] at [Location]. Tenderers shall be advised if the visit has to be rescheduled due to adverse weather conditions.
- 1.19.3 Tenderers wishing to visit the Site are to register their interest by contacting the Consultant's Nominated Person, by email in accordance with the procedures in section [1.8] of this tender, no later than [Time, Day, Date, Month, Year].
- 1.19.4 For safety and management reasons there will be a limit on the number of persons allowed from each tenderer to participate in the Site visit. Tenderers will be advised on number limitations in advance. Participants in the Site visit need to provide their own appropriate Personal Protective Equipment (PPE) in line with the Waka Kotahi PPE Minimum Standard. The Site visit is expected to take [two] hours.

1.20 Interactive Tender Process

- 1.20.1 An interactive tendering process will be adopted for this Contract. The aim of the process is to resolve issues relating to the tender preparation and submission (to ensure each tenderer's submission, meets all the Principal's requirements [including any proposed Alternative Tenders]. The process also provides the opportunity for the tenderer to discuss the Principal's requirements, this includes addressing any identified anomalies, ambiguities, errors or omissions in the Tender Documents. The meetings will be confidential and non-contractual.
- 1.20.2 The Interactive meetings shall be held at [Location]. [Two (2)] hours will be set aside for each meeting. The interactive meetings will be chaired by the tenderer. Technical and commercial advisers may be called on to attend part of the interactive meetings on an 'as-required' basis.
- 1.20.3 Tenderers shall submit to the Principal their proposed agenda [including details of their developing Alternative Design(s)] and key pertinent questions to support the discussion at least [five] Working Days in advance of the interactive meeting. The agenda should state which of the Principal's technical advisers are required to attend. This requirement is to allow structured and meaningful meetings to take place.
- 1.20.4 The interactive tender period will also be used to develop the scope of additional investigations to meet the Tenderers' needs, for example, additional geotechnical investigation. The scope and programme of any additional investigations will be agreed with all Tenderers, and the factual results distributed. tenderers will be responsible for their interpretation and use of the data provided. <<Guidance Note: Only include clause if additional geotechnical testing to be carried out.>>
- 1.20.5 These are the provisional dates for interactive meetings: <<or the [Consultant will confirm the specific dates for each meeting later].>>

TABLE 1.18: INTERACTIVE MEETINGS

| | |
|--------------------------|--------|
| Tender Inception Meeting | [Date] |
| Individual Meetings I | [Date] |
| Individual Meetings II | [Date] |

1. Tender Inception Meeting
The inception meeting will be held on [Date], [Time], at [Place].
2. Individual Meetings
Individual meetings will be held at [Place].

1.20.6 A schedule of individual meeting times will be advised by Notice to Specific Tenderer.

1.20.7 The interactive meetings will be held during the above weeks. The Principal may consider alternative dates proposed by the tenderers subject to the availability of the Principal's team. The Principal will confirm whether they will meet on the alternative date proposed within one week of receiving the request from tenderers. Where the Principal cannot meet on the alternative date proposed, the tenderer shall be required to attend on the original date.

1.20.8 Matters to be discussed between the Principal and tenderers during the interactive process shall include, but not be limited to:

- a) Compliance with the Principal's requirements for the Contract;
- b) Additional Site investigation requirements of tenderers;
- c) Work phasing and programming;
- d) Tender documentation;
- e) Impact on statutory procedures and land acquisition;
- f) Consenting requirements and Environmental and Social considerations;
- g) Traffic management;
- h) Urban design;
- i) Consultation with third party project stakeholders and the community;
- j) Allocation of risk under the Contract
- k) Alternative Tenders, including safety, durability, whole of life costs and risk assessment.
- l) Maintenance operations
- m) Health, Safety and Wellbeing critical risk identification and controls

1.20.9 Matters not to be discussed between the Principal and tenderers during this interactive process shall include, but not be limited to:

- a) Promotional material relating to the tenderer or the tenderers sub-contractors;
- b) Pricing information relating to any aspect of the tenderers conceptual design; and
- c) <<Guidance note: consultant to add more as necessary>>

1.20.10 The Principal and their advisers will treat all information submitted and/or discussed in the interactive process as "Commercial in Confidence".

1.20.11 The Principal may, subject to the availability of their team, agree to meet with tenderers on other occasions before the tender submission date. Tenderers wanting additional interactive meeting(s)

shall submit their agenda and meeting date for the Principal's agreement at least [five] Working Days before such interactive meetings.

- 1.20.12 The Principal reserves the right to discuss aspects of any proposed Alternative Tender raised during the Interactive tender process with statutory bodies, utility companies and other such bodies/companies. These discussions will only be held after the Principal gains the agreement of the relevant tenderer, who, if the Principal deems appropriate, may also attend the meeting. Such meetings shall be conducted as "Commercial in Confidence" and shall not relieve the tenderer of its obligations to consult and comply with such statutory bodies, utility companies and other such companies.
- 1.20.13 If the Principal does not raise any objections to a proposed Alternative Tender during the interactive process, it shall not be considered that the Principal has approved that proposal.
- 1.20.14 The Principal may reject any submitted tender, including Alternative Tenders, where the tenderer has not met the requirements of the interactive process.

1.21 Quality Assurance

- 1.21.1 The Contractor is expected to have systems certified to international quality standards (ISO 9001) and the Contractor must have a project specific Quality Management Plan (QMP) that covers quality assurance and control minimum requirements as defined in Z/1 – *Waka Kotahi Minimum Standard for Quality Management Plans*..

1.22 Privacy Act

- 1.22.1 The tenderer acknowledges that the Principal's obligations are subject to the requirements imposed by the *Official Information Act 1982* (OIA), the *Privacy Act 2020*, parliamentary and constitutional convention and any other obligations imposed by law.
- 1.22.2 The Principal requires the consent and authority of the tenderer to discuss and verify the tenderer's stated relevant experience **and track record** with all the parties associated with that experience **and track record**. This requirement also applies to the tenderer's Subcontractors.
- 1.22.3 The authorised signatory, in executing the tender form, is deemed to have authorised the Principal (or its designated representative) to make enquiries concerning the performance of the tendering company. These enquiries will concern the works and/or projects listed as relevant experience **and track record** by the company in the non-price attributes section of their tender. The Principal may contact parties named as being involved in the works/projects and other parties involved in the works/projects.
- 1.22.4 The tenderer gives up any claim to confidentiality for the works and/or projects they list as relevant experience **or track record** in the non-price attributes section of their tender.
- 1.22.5 Reference to "Commercial in Confidence" in clauses [1.18.10] implies that all information submitted and/or discussed in the interactive process will not be released by the Principal unless it is required by law to do so. <<Guidance note: include clause where the interactive process is used >>

1.23 Confidentiality

- 1.23.1 Tenderers shall not release details of the Tender Documents or the tendering process other than on an "In Confidence" basis to those people who have a legitimate need to know or with whom they need to consult to prepare their tenders.
- 1.23.2 Tenderers shall not at any time release information concerning the Tender Documents or the tendering process for publication in the media or any other public domain.

1.24 Information and Security

- 1.24.1 The Principal has requirements for appropriate security and information management processes that will equally apply to the tenderers.

- 1.24.2 In undertaking the Contract Works, the Contractor must align its processes to ensure compliance with all relevant legislation and guidelines, inclusive of the Government's *Protective Security Requirements (PSR)*, *Public Records Act (PRA)*, *Privacy Act*, *Crimes Act*, *Official Information Act*, *Contract and Commercial Law Act 2017* and any other legislation in so far as relates to the provision of the Contract Works.

1.25 Probity

- 1.25.1 An independent Probity Auditor has been appointed to overview the tendering process (up to Contract award) and verify that the procedures set out in the tender documents are complied with. The Probity Auditor is not a member of the Tender Evaluation Team (TET). A tenderer concerned about any procedural issue has the right to contact the Probity Auditor and request a review. The outcome will be documented with copies sent to both the tenderer who raised the issue and the Principal. The name of the Probity Auditor and their contact details are as follows:

Shaun McHale
Managing Director, Team Leader, Probity Assurance Services
McHale Group Ltd
Level 1, 187 Featherston Street
PO Box 25103
WELLINGTON 6146

Office: +64 (0) 04 496 5580
Mobile: +64 (0) 27 486 3412
Email: shaun.mchale@mchalegroup.co.nz

1.26 Miscellaneous Requirements

- 1.26.1 Tenderers shall submit with their tender all information requested in the tender information schedule (section [7] of this IFT) and Clause 105.3(c) of the Schedule to the Conditions of Tendering (section 3 of this IFT).

1.27 Time for Completion

- 1.27.1 The tenderer shall include nominated completion period(s) for the whole of the Contract Works and the Separable Portions (section [7.10] of this IFT) in their tender submission. The nominated period(s) shall not exceed those specified in the table below. The nominated period(s), shall become the period(s) used for calculating the Due Date for Completion of the Contract Works and the Separable Portions.

| TABLE 1.24: TIME FOR COMPLETION | |
|--------------------------------------|---------------------------------------------------------------|
| | PERIOD FOR CALCULATING THE DUE DATE FOR COMPLETION (IN WEEKS) |
| For the whole of the Contract Works: | [insert period in weeks] |
| For Separable Portion 1 | [insert period in weeks] |

<<Guidance Note: The period for calculating the Due Date for Completion should be required for the whole of the Contract Works and/or for each Separable Portion>>.

- 1.27.2 The period(s) nominated by the tenderer shall be considered in the tender evaluation.

2 CONDITIONS OF TENDERING

The Conditions of Tendering are those included in NZS 3910: 2013 - Conditions of Contract for Building and Civil Engineering Construction as amended below.

Clause numbers refer to Conditions of Tendering clauses.

101 Interpretation

Add the following Clause 101.2

101.2 In these Tender Documents the following definitions apply:

- **ALTERNATIVE TENDER** means a tender proposing alternative methods, forms or materials which might produce a different quality or durability but within the scope specified in the Request for Tender (RFT).
- **CONFORMING TENDER** means a tender that meets or exceeds the requirements of the Tender Documents. Specifically, a Conforming Tender must score greater than 35 on all non-priced attributes.
- **NON-CONFORMING TENDER** means a tender that does not meet the minimum pass mark on all non-price attributes and/or does not meet the requirements of the RFT.
- **NOTICE TO TENDERERS** means a notice issued to all Tenderers prior to the close of tenders, which upon issue becomes part of the Tender Documents.
- **NOTICE TO SPECIFIC TENDERER** means a notice issued to a single tenderer pertaining to their tender submission, which upon issue becomes part of the Tender Documents.
- **PRINCIPAL** means New Zealand Transport Agency (Waka Kotahi) and [Insert Local Authority name if joint Principal].
- **PROBITY AUDITOR** means the qualified person formally engaged and appointed by the Principal to oversee and advise on the probity of all processes leading up to the award of the Contract.
- **TENDER DOCUMENTS** means this document, which includes the Instructions for Tendering, as well as the Schedule of Prices, Basis of Payment, Conditions of Contract, Specifications, Drawings and Appendices.
- **TENDERS SECRETARY** means the person formally engaged and appointed by the Principal to oversee and administer the tender process leading up to the award of the Contract.
- **PRINCIPAL'S CONSULTANT** means the person formally engaged and appointed by the Principal to oversee and administer the tender process leading up to the award of the Contract.

102 Issue of Documents

Add the following Clause 102.2(d)

102.2(d) To other Tenderers without requiring return of the documents, providing a bona fide tender is submitted.

102.3 Tenderers will be provided with one electronic copy of the Tender Documents.

Electronic copies of forms and schedules are available for the convenience of Tenderers. In the event that the wording on a form or schedule submitted by a Tenderer differs from the wording of the form or schedule as contained in the Tender Documents, the wording on the form or schedule in the Tender Documents shall take precedence.

A Tender Document deposit [is / is not] required.

103 Tenderers to inform themselves

Clause 103.1 is deleted and replaced with the following

- 103.1** Each Tenderer shall be deemed to have inspected the Site, examined the Tender Documents and any other information supplied in writing, satisfied itself that a reasonable level of investigation has been undertaken and to have satisfied itself as far as is practicable for an experienced Contractor to the extent appropriate as to the correctness and sufficiency of its tender for the Contract Works and of the prices stated in its tender.

104 Ambiguities in Tender Documents

Add the following clause 104.4

- 104.4** Should any ambiguity as to interpretation arise between the contents and requirements of the Waka Kotahi *Procurement Manual* (the Procurement Manual), Part A of the Waka Kotahi *Contract Procedures Manual* (CPM), and the Tender Documents (TD), the order of precedence will be the Procurement Manual, CPM, TD.
- 104.5** Despite any other provision in these Conditions of Tendering the Principal may, on giving due notice to the tenderers amend, suspend, cancel and/or re-issue the RFT, or any part of the RFT.

105 Submission of tenders

Clause 105.2 is deleted and replaced with the following

- 105.2** The Principal may at its sole discretion consider any tender received after the time stipulated, if the circumstances can be shown to be extreme, and beyond the control of the tenderer.

Add the following Clause 105.8 and 105.9

- 105.8** Alternative Tenders [will / will not] be considered <<Guidance note: alternatives not considered for LPC (Basic), but may be considered for LPC (Advanced) and PQM >>
- 105.9** Alternative Tenders which provide for a Variation to the Contract duration [will / will not] be considered <<Guidance Note: Only include 105.9 if alternatives are to be considered>>

106 Acceptance of Tender

Add the following clauses 106.3, 106.4 and 106.5

- 106.3** The Principal reserves the right to reject any or all tenders.
- 106.4** The Principal reserves the right, on giving reasonable notice to the tenderers, to amend, suspend, cancel and/ or re-issue the Tender Documents at any time before entry into the Contract. If the Principal withdraws from the tender process then no tenderer shall have any claim for compensation or otherwise against the Principal.
- 106.5** The Principal is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate any Contract that may be negotiated on the basis of that tender.

108 Notification of acceptance

Clause 108.1 is deleted and replaced with the following

- 108.1** If no tender has been accepted within **two** Months after closing of tenders, each tenderer shall be notified in writing by the Principal or its agent whether its tender is or is not still under consideration.

Clause 108.2 is deleted and replaced with the following

- 108.2** Unsuccessful tenderers who have submitted *bona fide* tenders complying with the Tender Documents shall be notified by the Principal or its agent of the name and tender price of the successful tenderer and the other tender prices (if more than three Conforming Tenders received) within 10 Working Days of acceptance of tender.

3 SCHEDULE TO CONDITIONS OF TENDERING

The Schedule to Conditions of Tendering are those included in NZS 3910: 2013.

Clause numbers refer to Conditions of Tendering clauses.

| | |
|----------------------|----------------------------------|
| Contract for: | [Contract Number, Contract Name] |
|----------------------|----------------------------------|

| Clause <i>in Conditions of Tendering</i> | Title and subject matter | Specific condition data <i>(Expand cells if required)</i> |
|-------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 102 | Issue of documents | |
| 102.2 | Is a Tender Documents deposit required? | No |
| | If yes, the amount of the Tender Documents deposit shall be: | [\$500] <<Guidance note: leave blank if "no" selected>> |
| 103 | Tenderers to inform themselves | |
| 103.1 | Is an appointment required to view the Site? | Select yes or no |
| | If yes, the appointment details are: | [Address] [Date] [Time] |
| 105 | Submission of tenders | |
| 105.1 | Tenders shall close at: | GETS eTender box [Time] Tuesday, 23 September 2014 <<Guidance note: generally tender close is on a Tuesday or Thursday>> |
| | Tender submission: | <<Either only use for LPC Basic / Advanced, otherwise delete row:>> Single electronic file, (pdf format) named Tender for Contract [Number and Name]. The file upload limit is 50 MB . Tenderers should allow adequate time for upload, system failure, etc. Tenderers should refer to the GETS website for instructions on uploading their tender submission files. |

| Clause <i>in Conditions of Tendering</i> | Title and subject matter | Specific condition data <i>(Expand cells if required)</i> | | |
|-------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| | Tender submission: | <<OR: only use for PQM, otherwise delete row >> Two electronic files (pdf format): File 1: Proposal excluding price File 2: Price Files 1 and 2, named Tender for Contract [Number and Name] – File [1 / 2]: [Proposal excluding price / Price] The file upload limit is 50 MB . Tenderers allow adequate time for upload, system failure, etc. Tenderers should refer to the GETS website for instructions on uploading their tender submission files. | | |
| | Are electronic tenders acceptable? | Yes | | |
| 105.3 (c) | Is supplementary information required to be submitted with the tender? | Yes As detailed below: | | |
| | <<Guidance note: use the table below for LPC Basic / Advanced>> | | | |
| | FILE 1 CONTENTS | | | |
| | ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
| | A | Tenderers must provide evidence of their eligibility to tender: | | |
| | | Copy of prequalification certificate | | 1 |
| | | Quality Management System certification (required for prequalification Levels A, B or C only) | | 1 |
| | A | <<Remove this Item A if using Prequalification without non price attributes>> Tenderer's Non-price Attributes Tenderers must provide one (1) electronic copy of their non-price attribute submission (pdf format). The non-price attribute submission must be on single sided A4 or A3 size pages of ordinary type (12 point Times Roman or similar typeface). Typeface requirements applicable to all text, tables and diagrams and additional pages. A3 size paper shall be deemed to be two A4 pages, and shall be numbered accordingly. Pages in excess of the stated page limits, excluding the additional pages, will not be considered in the evaluation of tenders. The page limit includes all Subcontractor attribute information. Additional pages will be included as follows: <ul style="list-style-type: none"> • Title page (one page) • Covering letter (one page but will not be considered as part of tender evaluation) • Index (one page) • CVs (two pages for each person nominated in the tender) • Quality assurance certification (one page) | IFT Section [4] | [25] |

| Clause <i>in Conditions of Tendering</i> | Title and subject matter | Specific condition data <i>(Expand cells if required)</i> | |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------|
| | <ul style="list-style-type: none"> Intended construction methodology that identifies areas of health, safety and wellbeing critical risk and the proposed controls (ten pages) Prequalification certificate (one page) Final PACE assessment forms for any Contract nominated under track record (five pages) [Other] | | |
| B | Tender information schedule (including Outline Construction Programme) | IFT Section [7] | Unlimited |
| C | Tender tag and clarification statement | IFT Section [1] | Unlimited |
| D | Tender form (completed and signed) | Page TF 1 | 1 |
| E | Schedule of prices (completed) | N/A | Unlimited |
| F | [Other] | | |

<<Guidance note: use the tables below for PQM >>

| FILE 1 CONTENTS | | | |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|
| ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
| A | Tenderers must provide evidence of their eligibility to tender: | | |
| | Copy of Prequalification Certificate | | 1 |
| | Quality Assurance Certification (required for Prequalification Levels A, B or C only) | | 1 |
| A | <p><<Guidance note: remove this item if using prequalification without NPAs>></p> <p>Tenderer's Non-price Attributes</p> <p>Tenderers must provide one (1) electronic copy of their non-price attribute submission (pdf format).</p> <p>The non-price attribute submission must be on single sided A4 or A3 size pages of ordinary type (12 point Times Roman or similar typeface). Typeface requirements applicable to all text, tables and diagrams and additional pages. A3 size paper shall be deemed to be two A4 pages, and shall be numbered accordingly.</p> <p>Pages in excess of the stated page limits, excluding the additional pages, will not be considered in the evaluation of tenders.</p> <p>The page limit includes all Subcontractor attribute information.</p> <p>Additional pages will be included as follows:</p> <ul style="list-style-type: none"> Title page (one page) Covering letter (one page but will not be considered as part of tender evaluation) Index (one page) CVs (two pages for each person nominated in the tender) Prequalification certificate (one page) Quality assurance certification (one page) Intended construction methodology that identifies areas of health, safety and wellbeing critical risk and the proposed controls (ten pages) | IFT Section [4] | [25] |

| Clause <i>in Conditions of Tendering</i> | Title and subject matter | Specific condition data <i>(Expand cells if required)</i> | | |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------|
| | <ul style="list-style-type: none"> Final PACE assessment forms for any Contract nominated under track record (five pages) [Other] | | | |
| | B Tender information schedule (including Outline Construction Programme (two A3 pages, legible font) | IFT Section [7] | Unlimited | |
| | C Tender tag and clarification statement (Note: Tenderers will be required to remove all tags and/or clarifications included in File 2) | IFT Section [1] | Unlimited | |
| FILE 2 CONTENTS | | | | |
| | ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
| | D | Tender form (completed and signed) | Page TF 1 | 1 |
| | E | Schedule of prices (completed) | N/A | Unlimited |
| | For an Alternative Tender, the following documentation is required: | All items described in the tables above, together with: <<Guidance note: only use for LPC Advanced, PQM >> | | |
| FILE 1 ALTERNATIVE PROPOSAL CONTENTS | | | | |
| | ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
| | F | Alternative Tender statement | IFT Section [5.2.2] | [Unlimited] |
| | G | Alternative Tenders - design certificate (if appropriate) | IFT Section [6] | [Unlimited] |
| FILE 2 ALTERNATIVE PRICE CONTENTS | | | | |
| | ITEM | DESCRIPTION OF DOCUMENTS OR INFORMATION | REFERENCE | PAGE LIMIT |
| | H | Tender form(s) (completed and signed) | Page TF 2 | Unlimited |
| | I | Schedule of prices for each Alternative Tender (completed) | IFT Section [5.2.10] | Unlimited |
| 105.3(e) | Are the percentages for On-Site Overheads and for Off-Site Overheads and Profit required to be nominated in the tender? | Select Yes or No (see 9.3.8, 9.3.9 & 9.3.10 of the General Conditions) | | |
| | Is the Working Day rate in compensation for time-related On-Site Overheads and Off-Site Overheads and Profit incurred in relation to an extension of time required to be nominated in the tender? | Select Yes or No (see 9.3.11 of the General Conditions) | | |
| | Is the percentage for processing of Variations required to be nominated in the tender? | Select Yes or No (see 9.3.15 of the General Conditions) | | |
| 105.7 | Are the rates included in the Schedule of Prices fully inclusive of all allowances for On-Site Overheads and for Off-Site Overheads and Profit? | Select Yes or No (see 9.3.8, 9.3.9 & 9.3.10 of the General Conditions) <<Guidance Note: where Clauses 105.7 and 105.3(e) above are used, the consultant is to ensure the percentage is tested against the | | |

| Clause <i>in Conditions of Tendering</i> | Title and subject matter | Specific condition data <i>(Expand cells if required)</i> |
|--------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| | | Provisional Sum(s) included in the Schedule of Prices. Clauses generally not used on Lump Sum Contracts>> |
| 107 | Tender evaluation | |
| 107.1 | The tender evaluation method shall be: | Select method |

4 NON-PRICE ATTRIBUTES

4.1 Consistency with Registration of Interest (ROI)

<<Guidance note: The clauses 4.1.1, 4.1.2 and 4.1.3 below apply if a shortlisting process has been utilised>>

- 4.1.1 The tenderer shall nominate in the tender information schedule (section [7] of the IFT) the key Subcontractors they will use to undertake parts of the Contract Works. Not more than one key Subcontractor shall be nominated for any one part of the Contract Works. The removal or replacement of key Subcontractors named in the ROI response may result in the tender being deemed to be a Non-Conforming Tender, unless the Principal's written approval has been obtained. <<Guidance Note: Only include last sentence if Key Subcontractors nominated in ROI>>
- 4.1.2 Personnel nominated in this section shall be consistent with those named in the tenderer's ROI response. The Principal may allow the use of different personnel if the tenderer can demonstrate good reason for the change and can offer an equal or better alternative. The tenderer must have gained written approval from the Principal to do so during the interactive tender process.
- 4.1.3 If the Principal believes the tenderer has materially changed the composition of key personnel or resources so that the proposal is considered inferior, it may decline the tender.

4.2 Attribute Submission

<< Delete ALL non-purple clauses in this section if using LPC with no non price attributes i.e. LPC with Level D prequalification.

For Prequalification select one or more non-price attributes to suit the project where specific information is required. This should relate to the high risk or complex aspects of the project, and would not normally include Track Record or Relevant Experience, for which the prequalified Tenderer has already been approved Refer to guidance provided in Part A, Section 2.4.2 of SM021.

For example, for a major urban intersection upgrade, where the management of traffic to cause the least disruption is identified as the major risk, you may decide to only nominate Methodology that will have a weighting of 30%. Delete other non-price attributes.>>

- 4.2.1 As this tender is to be let under prequalification, [**either: non-price attributes are not required or non-price attributes are required**].
- 4.2.2 The tenderer shall provide information on the non-price attributes listed below.
- 4.2.3 The attribute information submitted by tenderers with their ROI can be reused in part or whole but must be resubmitted by the tenderer as part of their tender submission. <<Guidance note: only include if ROI process has been utilised.>>
- 4.2.4 The tenderer shall provide sufficient relevant information for each attribute for the Contractor and proposed key Subcontractors, to allow the Tender Evaluation Team (TET) to mark the attribute as provided for in the table below.

| TABLE 4.2: ATTRIBUTES | |
|-----------------------|-------------------------------|
| ATTRIBUTE | OVERALL ATTRIBUTE WEIGHTING % |
| Relevant Experience | [5-15] |
| Track Record | [5-15] |
| Relevant Skills | [20-40] |
| Methodology | [20-30] |
| Price | [50-70] |

<<The total weighting for nominated non-price attributes shall be between 30% and 50%. Specific approval through an approved Project Procurement Strategy is required if the total non-price attributes weighting exceeds 50% or is less than 30%.

Further guidance on the use of NPAs together with prequalification levels is provided in Section 2.4 of the Waka Kotahi Contract Procedures Manual (SM021) >>

4.3 Tenderer and Tenderer's Subcontractor Information

- 4.3.1 The submission for each attribute shall clearly distinguish the attributes of the tenderer and the tenderer's key Subcontractor(s).
- 4.3.2 For the purposes of this Contract, key subcontractors are defined as Subcontractors proposed to undertake greater than 10% of the works (by value).
- 4.3.3 The methodology shall clearly define the role of each key Subcontractor and the role of the main Contractor for each key part of the Contract Works including the management and monitoring of the health, safety and wellbeing critical risks. The key parts of the Contract Works are:
- [Earthworks;
 - Piling;
 - Pavement and surfacing;
 - Structures]

<<Guidance Note: Ensure this list is consistent with the factors identified on the Methodology marking form.>>

<<Guidance note: If not using any, or using limited NPA's in conjunction with Prequalification, then delete the whole or part of the following section.>>

4.4 Relevant Experience

- 4.4.1 Tenderers must provide details for a total of **[three] projects** that demonstrate the suitability of their experience and that of their Subcontractors to complete the Contract Works.
- 4.4.2 **All projects must be the same as submitted for track record.** <<Guidance Note: only include if track record is selected>>
- 4.4.3 Should the tenderer nominate less than the required number of projects this will be taken as a deficiency in the attributes for relevant experience **and track record**, and will be scored accordingly.

Where more than the required number of projects are submitted, only the first nominated projects for relevant experience **and track record** will be considered.

- 4.4.4 Tenderers shall provide the following details for each **project** nominated for relevant experience:
- Project name, location, contract value (“scale”: the value of the work carried out, or the value of work completed so far if still under construction) and when the project was completed (“currency”: when the work was carried out, or the % completed so far if still incomplete).
 - The Engineer’s name, company, contact telephone number(s) and email address.
- 4.4.5 For each **factor** the tenderer must provide detail of the percentage of work carried out by their own directly employed labour and resources, and the percentage undertaken by subcontract.
- 4.4.6 Tenderers shall provide the following details for each **factor** nominated for relevant experience. A separate table must be included for each **factor**:

| RELEVANCE | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provide details of your relevant experience for the following factors on your nominated projects. Provide a description of the work carried out and its relevance to this tender | |
| <<Guidance Note: These are examples only, Consultant to nominate factors relevant to their project. Consultant to ensure the factors are appropriate for their project. Factors should be limited to the key 3-6 that are critical to the successful outcome of the project. These should be the same as those listed in the RE Tender Evaluation marking Form>> | |
| <ul style="list-style-type: none">• [Earthworks• Structures• Pavement and Surfacing• Safety | <ul style="list-style-type: none">• Environmental management (including details of previous environmental compliance breaches)• Drainage• Others] |

4.5 Track Record

- 4.5.1 Tenderers must provide details for a total of [three] projects under construction or completed, that demonstrate their track record. Tenderers must provide the same information for their key Subcontractors detailing successfully completed projects of a similar nature.
- 4.5.2 Where a final PACE evaluation has been completed for a project, tenderers shall submit the PACE form with their tender submission.
- 4.5.3 All projects nominated must be the same as submitted for relevant experience.
- 4.5.4 Tenderers shall provide the following details for each project nominated for track record (any information provided for relevant experience does not have to be duplicated for track record):
- Project name, location, contract value and when the project was completed;
 - The Engineer’s name, company, contact telephone number(s) and email address.
- 4.5.5 The tenderer shall supply names, current contact telephone numbers and email addresses of [two] persons to act as referees. Referees shall be from the client organisation and/or the client’s agent and must have been directly responsible for supervising or overseeing the nominated projects. Providing inadequate contact information or non-applicable referees may result in downgraded scoring.
- 4.5.6 Identify which of your nominated project were joint ventures. Identify the JV partner(s) and the proportion and nature of the work undertaken by the tenderer’s company. Identify which major portions of the work (i.e. greater than 10 percent of the contract value) were carried out by Subcontractors.

4.6 Relevant Skills

- 4.6.1 The tenderer must nominate personnel for each of the key positions identified on the relevant skills tender evaluation marking form and state the key **practical experience**, qualifications and training of each.

<<Guidance Note: Consultant to provide key factors sought for each sub attribute factor listed on the marking form.>>

- 4.6.2 The tenderer must state the percentage of time and over what duration each of the above nominated persons will be allocated to the Contract and whether they will be based on or off the Site.
- 4.6.3 Attach a curriculum vitae (CV) for each of the key positions identified on the relevant skills tender evaluation marking form (two pages per CV). The CVs need to demonstrate specific experience relevant to the position. <<Either:>> CV's shall be appended in alphabetical order by surname <<or:>> CV's shall be appended in order of the relevant skills tender evaluation marking form.

4.7 Methodology

- 4.7.1 Tenderers must describe the methodology they will use to carry out the Contract Works on time and to the standards and requirements specified in the Contract for those factors listed in the methodology tender evaluation marking form.
- 4.7.2 The methodology should highlight any special features of the way the tenderer intends to work and their management of quality. It should also highlight how the tenderer will manage the perceived risks, including risks to health and safety identified as part of the scope of work.
- 4.7.3 Tenderers shall describe the measures taken in their programming of the works to avoid sealing and pavement construction activity in the Winter Period, and to ensure the timely completion of the works. Tenderers shall describe how progress against programme will be monitored to ensure programme slippage is identified early, and how it might be mitigated.
- 4.7.4 The Principal seeks a "no surprises" financial management and reporting strategy. The tenderer's methodology shall describe how they would co-operate with the Principal to achieve this. In particular, tenderers shall describe their proposed financial management and reporting methodology for this Contract and their approach to minimising the risk to the Principal of additional costs, this being one of the Principal's key objectives.
- 4.7.5 Tenderers shall demonstrate their understanding of how the Principal's customer values affect the Contract Works, and their methodology to give effect to these values (e.g. customer safety, minimising travel delay and disruption, minimising ride discomfort and nuisance, communications and public relations, and social and environmental impacts of construction).
- 4.7.6 The following highlights the specific information tenderers may wish to include to cover each of the factors listed on the methodology marking sheets: <<Guidance Note: include a specific description of what is to be included in the Methodology for each factor listed on the marking form. These should be aligned to the projects key risk factors eg:

a) **Health and Safety**

Tenderers must implement processes that meet the requirements of the Health and Safety at Work Act 2015, its regulations, supporting codes of practices and any guidance material that represents industry good practice.

Tenderers must also comply with all health and safety requirements of Waka Kotahi, and any other relevant asset owner or authority (e.g. utilities company). Meeting these requirements will not relieve the Contractor of any of its responsibilities to comply with the Health and Safety at Work Act 2015.

As a minimum, Tenderers must comply with the provisions outlined in the Waka Kotahi Contractor Health and Safety Expectations, and the other contract specific requirements as

set below. The latest version of the Waka Kotahi Contractor Health and Safety Expectations document can be accessed from the Waka Kotahi Highways Information Portal at <https://www.nzta.govt.nz/resources/contractor-health-and-safety-expectations>

The Tenderer shall prepare and implement a project specific Health and Safety Management Plan (H&SMP) or similar or incorporate this into the construction management plan. The H&SMP must include risk subject areas as outlined in the Waka Kotahi Health and Safety Expectations document, relevant to the risks identified as part of the scope of work. The H&SMP must detail all critical health, safety and wellbeing risks and all mitigations to those risks and be agreed between the parties prior to any construction works commencing.

The Tenderer will allow Waka Kotahi unrestricted access to any documentation or personnel for the purpose of auditing the Health and Safety processes.

b) Organisational Structure

Provide a project staff organisational structure for this Contract using a diagram showing how both internal and external staff relates. Also show which positions would have personnel dedicated on Site, and which position will act as the Contractor's Representative (as NZS 3910:2013).

Within this structure describe the communication links between key parties (management team, Site staff, Subcontractors, designers, Principal, Network Consultant, etc), and indicate the proportion of time each person will be dedicated to this project;

- c) Financial Management and Reporting;
- d) Temporary Works;
- e) Structures;
- f) Earthworks;
- g) Pavement and surfacing;
- h) Environmental and Consent Compliance Management (with reference to the Contractor's Social and Environmental Management Plan);
- i) Liaison (Iwi, Stakeholder, Community and Project Neighbour Consultation);
- j) Maintenance Management;
- k) Quality assurance (including quality systems, inspection and testing methodology and procedures to rectify defects, implement corrective actions and lessons learnt migration);
- l) Management of Risk, including health, safety and wellbeing risks;
- m) Temporary traffic management, including management of TTM risks and journey management;
- n) Asset information and data handover processes and controls;
- o) Co-operative Work Environment;
- p) Permanent Stormwater Management.

<<Factors should be limited to the key 6-8 that are critical to the successful outcome of the project.>>

5 ALTERNATIVE TENDERS

5.1 Overview

- 5.1.1 An Alternative Tender is a tender proposing alternative methods, forms or materials which might produce a different quality or durability, but not scope, from that specified in the Tender Documents.
- 5.1.2 Any Alternative Tender that does not conform to this definition shall be deemed to be a Non-Conforming Tender and shall be excluded from further consideration.
- 5.1.3 Alternative Tenders with respect to <<consultant to list any portion of the works where alternatives are to be precluded>> shall be deemed to be Non-Conforming Tenders and excluded from further consideration.
- 5.1.4 Tenderers submitting an Alternative Tender are required to also submit a non-Alternative (Conforming) tender.

5.2 Submitting an Alternative Tender

- 5.2.1 <<Either Insert the following if interactive meetings:>> Tenderers shall submit to the Waka Kotahi Consultant details of their proposed Alternative Tender at least [5] Working Days in advance of each tender meeting, otherwise the Alternative Tender may be deemed to be a Non-Conforming Tender and excluded from further consideration.
- 5.2.2 <<Or Insert the following if no interactive meetings:>> Tenderers shall submit to the Waka Kotahi Consultant details of their proposed Alternative Tender at the earliest opportunity, at least [10] Working Days prior to the close of tenders, otherwise the Alternative Tender may be deemed to be a Non-Conforming Tender and excluded from further consideration. The Waka Kotahi Consultant will advise the tenderer if a meeting is required to discuss the Alternative Tender, and arrange a suitable date with the tenderer. The objective of the individual meeting is to allowed structured and meaningful discussions to take place.
- 5.2.3 The tenderer shall submit with each Alternative Tender an **Alternative Tender statement**. The Alternative Tender statement shall include as a minimum the following information:

| ALTERNATIVE TENDER STATEMENT - ALTERNATIVE TENDER NO. # | |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | A general description of the nature of the proposed Alternative Tender and a detailed statement explaining in what respects it varies the requirements of the Tender Documents. |
| 2 | A statement stating the commercial terms of the Alternative Tender where they vary from those prescribed in the Tender Documents (for example a Lump Sum design and build offer). If the Alternative Tender can be considered in combination with other Alternative Tenders then this shall be explained. |
| 3 | Dimensioned general arrangement and typical cross-sectional Drawings that clearly demonstrate geometric limits, configuration and inter-relation of various components of the Alternative Tender. |
| 4 | A statement explaining the adopted design: philosophies, criteria, standards, guidelines, manuals, specifications etc. used in the development of the alternative, highlighting and quantifying differences from the non-alternative design. This shall include an explanation of any deviation from these mandatory standards. <<consultant to consider the addition of further requirements for this description, based on the likely Alternative Tenders for each project, including the need for updated structural design statements in accordance with Appendix A of the Highway structures design guide>> |

| | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | A description of: a) the degree of design checking undertaken during the preparation of the tender; and b) design work including design checking remaining should the Alternative Tender be accepted. |
| 6 | A description of the on- and off-Site supervision that shall be provided by design personnel in order to monitor the works and ensure construction in compliance with the design. |
| 7 | A description of the expected long-term performance of the proposed alternative, including expected design life and details of any anticipated changes in operational or maintenance requirements, or other whole of life costs. |
| 8 | Provide without disclosing any tender price information, details of any risk, benefits or costs to the Principal should it accept the Alternative Tender, and a statement explaining where responsibility lies for the various construction, commercial and professional risks. |
| 9 | A separate programme clearly showing the relationship between any design and construction components of the Alternative Tender. The programme must clearly indicate the time allowed for obtaining [designation, consents, outline plans and/or licences], and compliance checking of the submitted detailed designs and Drawings by the Engineer [these requirements are in addition to those otherwise required of a non-Alternative Tender as detailed in section [7.4.1] of the IFT]. |
| 10 | A statement explaining the non-price attributes of any designer, design reviewer or other person or company involved in the preparation and implementation of the Alternative Tender. |
| 11 | A full description of any consent or consultation arrangements either: existing that may be affected by the Alternative Tender; or that are required as a result of the Alternative Tender, together with a confirmation of the statements contained in clause [5.2.6]. This description shall include an environmental assessment of the Alternative Tender. |
| 12 | Written confirmation from all affected third parties that they have been consulted about the Alternative Tender proposal and that they do not object. |
| 13 | An assessment of the effect on the utility diversions or relocation and where necessary a revised strategy for handling utilities. |
| 14 | Detail any changes to the tender information schedule or other information supplied with the non-Alternative (Conforming) Tender that is varied as a result of the Alternative Tender. |
| 15 | A list of any limitations, exclusions, qualifications or tags associated with the Alternative Tender proposal. |
| 16 | Any other information that the tenderer believes is relevant to the acceptance and evaluation of the Alternative Tender. |

- 5.2.4 The Alternative Tender statement shall be presented in the sequence and format detailed in the above table. Where any of the requested information is not considered relevant to the Alternative Tender the tenderer shall note this in the Alternative Tender statement. Attachments or supplementary information shall be cross-referenced.
- 5.2.5 The Alternative Tender is to include sufficient information to allow the TET to evaluate it. If there is insufficient information to fully assess the Alternative Tender, the TET shall either exclude it from further consideration, or assign a value to be subtracted from the Alternative Tender premium that accounts for the risk to the Principal in accepting the Alternative Tender.
- 5.2.6 The alternative must satisfy the standards and guidelines contained within the Waka Kotahi Standards, Criteria and Guidelines Manuals (including the Bridge Manual) and related industry best practice documents;

- 5.2.7 A tenderer submitting an Alternative Tender that does not comply with the Statutory Approvals or licences obtained by Waka Kotahi, or that is not accompanied by an alternative Statutory Approval(s) or licences, must provide written confirmation in their submission that:
- a) They shall obtain, on behalf of the Principal, and at their expense all necessary modifications to the existing Statutory Approvals or licenses, or additional Statutory Approvals or licenses, for the Alternative Tender; and
 - b) If after the Contract is awarded the tenderer is unsuccessful in obtaining such Statutory Approvals or licenses, they shall carry out the Contract Works according to their non-Alternative (Conforming) Tender. This shall be carried out at whichever price and duration is the lesser between the Tenderer's non-Alternative Tender and the Alternative Tender.
- 5.2.8 Alternative Tenders must include all associated fees and costs. Programme implications shall be allowed for in the Alternative Tender to ensure that the tendered price is certain.
- 5.2.9 The ramifications of any Road Safety Audits that are attributable to the Alternative Tender, including resulting costs, shall be entirely the responsibility of the Contractor.
- 5.2.10 The Tender Form shall include the price of each Alternative Tender, and the price of any combination of Alternative Tenders that may be considered.
- 5.2.11 The tenderer shall provide a separate priced Schedule of Prices for each Alternative Tender. Each schedule of prices shall clearly state which Alternative Tender it relates to. If the TET is unable to relate an Alternative Tender to a Schedule of Prices, the Alternative Tender will be excluded from further consideration. Where necessary the tenderer shall amend the Schedule of Prices in order to suit the Alternative Tender proposal. All amendments to the Schedule of Prices shall be clearly marked on the original Schedule of Prices. Where a combination of Alternative Tenders is offered the tenderer shall provide an explanation of how the price for this combination, as tendered on the tender form, was derived.

5.3 Review of Alternative Tenders

- 5.3.1 The TET shall review all Alternative Tenders. The review shall not be a detailed check and any acceptance of an Alternative Tender shall not be deemed as approval of its compliance with the Tender Documents.
- 5.3.2 The TET shall be the sole judge as to the acceptability of an Alternative Tender.

5.4 Principal's Acceptance of Alternative Tenders

- 5.4.1 Where the Principal accepts an Alternative Tender, the Contractor shall, in addition to their normal construction responsibilities provide the following for all works associated with the Alternative Tender:
- a) Monitoring and testing during construction by representatives of the Contractor's designer;
 - b) Preparation of 'as-built' plans;
 - c) Producer statements and/or other certification (including structures certification in accordance with Appendix A2 of the Highway structures design guide) as to the adequacy of the design as outlined in clauses [xxx] of the Project Specification;
 - d) Provide completed inventory update forms.
- 5.4.2 The Contractor shall provide professional indemnity insurance for liability for the alternative design. The cover shall be for \$[2,000,000]. <<Guidance Note: Please determine the appropriate level of cover on a project-specific basis in conjunction with insurance@nzta.govt.nz. This clause should only be used for contracts in which the Contractor is supplying all or part of the design.>>. The Contractor shall maintain the professional indemnity insurance up to the issue of the Practical Completion Certificate for the Contract Works and for a further [six] years. The cover must meet the general requirements of clause 8.6 of NZS 3910:2013.

5.5 Alternative Tender Design and Check Certificates

- 5.5.1 Tenderers submitting an Alternative Tender shall provide with their tender, copies of the completed Alternative Tender design certificates (see section [6] of this IFT). These certificates shall be signed by the tenderer and the designer.
- 5.5.2 Design check certificates (IFT section [6.2]) shall only be required of the successful tenderer. For the tendering process, Tenderers shall nominate their proposed checking company, but the checks may be carried out by a separate office of the consultant nominated as the design consultant in section [6.1] of this IFT. Note that any accepted alternative designs of structures by the successful tenderer will be required to comply with the full design and certification requirements of Appendix F of the Bridge Manual.

6 ALTERNATIVE TENDERS DESIGN CERTIFICATE

6.1 Design Certificate

Contract Number [xxxxx]: [Contract Name]

SECTION 1 - To be completed by the Tenderer

We hereby certify that we have employed the firm named in Section 2 below as designer for the alternative design proposal contained in our Alternative Tender and as described below. We further certify that we shall appoint the said firm to act as designer under the Contract.

Description of the parts of the Contract Works covered by the alternative design proposal:

.....
.....
.....

Name of tenderer:

.....

Address:

.....

.....

.....

Signed:

.....

Name (Printed)

.....

Date:

.....

SECTION 2 - To be completed by the designer

We hereby confirm that we have been employed by the tenderer named at Section 1 above as designer. We also confirm that we have carried out sufficient work on the tenderer's Alternative Tender to satisfy ourselves that the alternative design proposal represents a reasonable response to the requirements of the Contract and is capable of being developed in detail.

Name of Firm:

.....

Address:

.....

.....

.....

Signed:

.....

Name (Printed)

.....

Date:

.....

6.2 Design Check Certificate

Contract Number [xxxxx]: [Contract Name]

SECTION 1 - To be completed by the tenderer

We hereby certify that we have employed the firm named in Section 2 below as checker for the alternative design proposal contained in our Alternative Tender and as described below. We further certify that we shall appoint this firm to act as checker under the Contract.

Description of the parts of the Contract Works covered by the alternative design proposal:

.....
.....
.....

Name of tenderer:

.....

Address:

.....

.....

.....

Signed:

.....

Name (Printed)

.....

Date:

.....

SECTION 2 - To be completed by the checker

We hereby confirm that we have been employed by the Tenderer named in Section 1 above as checker. We also confirm that we have carried out sufficient work on checking of the tenderer's Alternative Tender to satisfy ourselves that the alternative design proposal represents a reasonable response to meet the requirements of the Contract and is capable of being developed in detail.

Name of Firm:

.....

Address:

.....

.....

.....

Signed:

.....

Name (Printed)

.....

Date:

.....

7 TENDER INFORMATION SCHEDULE

7.1 General

7.1.1 Tenderers shall complete the following Tender Information Schedule and include in **File 1**.

7.2 Proposed Subcontractors

7.2.1 Proposed Subcontractors shall include those Subcontractors named in the ROI responses. Unless approved by the Principal prior to close of tenders, the removal or replacement of Subcontractors may result in the tender being deemed to be a Non-Conforming Tender <<Guidance note: include clause only if utilising two-stage tendering process>>.

7.2.2 The Tenderer must nominate any Subcontractor proposed for the following works: <<Guidance Note. The Consultant is to identify those works that are deemed high risk to the project.>>

- a) [Consultant to state]
- b) [Consultant to state]
- c) [Consultant to state]

7.2.3 The tenderer must complete the following table about their proposed Subcontractors.

| TABLE 7.2: PROPOSED SUBCONTRACTORS | |
|------------------------------------|------------------------------------------|
| PROPOSED SUBCONTRACTOR | TYPE AND EXTENT OF WORKS TO BE COMPLETED |
| | |
| | |
| | |

7.3 Acknowledgement of Notices to Tenderers

7.3.1 The tenderer must complete the following table listing the number(s) of the Notice(s) to Tenderers (NTT) or Notice(s) to Specific Tenderer (NTST) they have received during the tender period.

| | |
|--------------|--|
| NTT NUMBERS | |
| NTST NUMBERS | |

7.3.2 The tenderer must allow for the impact of changes resulting from the notices in their tender.

7.4 Proposed Construction Programme

7.4.1 The tenderer shall attach an outline construction programme in Gantt chart form identifying and sequencing all the key parts of the Contract Works [and showing how any Alternative Tender is to be integrated]. The programme shall, be based on the period(s) to be used for calculating the Due Date for Completion identified in clause 10.2.1 of the Special Conditions of Contract, show and link the relevant construction tasks, the critical path, and any activities that require additional information or decisions from the Engineer. The programme shall contain sufficient information to provide the Principal with confidence and reliability that the tenderer has a good understanding of the project requirements.

- 7.4.2 The Due Date of Completion based on the Contract period specified in clause 10.2.1 in the Special Conditions of Contract must be within [Consultant to enter date] to the [Consultant to enter date]. The date of possession of Site shall be clearly identified by the tenderer in the outline construction programme. The identified date of possession of Site shall be confirmed in the acceptance of Tender letter. << Guidance Note: This provision to be considered only on Small Contracts which can be constructed within one construction season. Consultant to expand this section to include other Contract specific requirements for inclusion in programme. The identified date of possession of Site shall be confirmed in the tender acceptance letter. >>

7.5 Health & Safety Construction Methodology

- 7.5.1 The tenderer shall supply in their tender submission a construction methodology identifying areas of critical risk and a proposed plan to manage these areas. This methodology will include proposed leadership and supervision of forward planning, construction, and worker engagement.

7.6 Contractor's Insurance Provider

<<Remove insurance types the Contractor is not contractually obligated to provide.>>

- 7.6.1 Please provide the name(s) of the insurance company providing the Contractor's insurance required by the Contract for the following:
1. Contract Works
 2. Materials
 3. Plant
 4. Public Liability
 5. Motor Vehicle
 6. Professional Indemnity
- 7.6.2 As part of due diligence, please check the insurance rating of the insurance provider.

7.7 Proposed Surety

<<Guidance note: Delete if not required by the contract.>>

- 7.7.1 Please provide the name of the Proposed Surety (the Surety shall not be a shareholder in the Contracting company)

7.8 Name of Tenderer's Banker

7.9 Location of Proposed Dump Sites

7.10 Resource Consent(s) and Statutory Approvals

- 7.10.1 Are any additional resource consents or other Statutory Approvals required for the proposed construction methodology, including Alternative Tender(s)? <<Attach if already granted.>>

- 7.10.2 Are there any statutory Emissions Trading Scheme deforestation obligations to comply with for the proposed construction methodology, including Alternative Tender(s)? <<Attach if assessments have already been completed by the Principal.>>

7.11 Tenderer Nominated Possession of Site

- 7.11.1 The tenderer is to nominate the date on which possession of site will occur. The nominated date for possession of site shall be within the period <<insert earliest date>> and <<insert latest date>>.

TABLE 7.11: DATE OF POSSESSION OF SITE

| | DATE |
|--------------------|------|
| For Contract Works | |

<<Guidance Note: This option is to be used where some flexibility can be given to the Contractor for the date for commencement of the works to allow them time to plan for their optimal resource utilisation and completion>>.

7.12 Due Date for Completion of the Contract Works or any Separable Portion <<Only include if Contractor nominated project duration. LPC (Advanced), PQM>>

- 7.12.1 The tenderer is to nominate the periods to be used for calculating the Due Date for Completion.

TABLE 7.12: DUE DATE FOR COMPLETION

| | PERIOD IN WEEKS |
|------------------------------------------------------------|-----------------|
| For Contract Works (shall be not greater than [XXX] weeks) | |
| For Separable Portions: | |
| (a) [>>>>>] | |
| (b) [>>>>>] | |
| (c) [>>>>>] | |

<<Guidance Note: The period for calculating the Due Date for Completion should either be required for the whole of the Contract Works or for each Separable Portion, but not both>>.

8 TENDER EVALUATION PROCEDURE

8.1 Overview

- 8.1.1 Tenders for this Contract will be evaluated using the [Lowest Price Conforming Method / Price Quality Method (PQM)].
- 8.1.2 The Principal's procedures for its implementation are outlined in the *Contract Procedures Manual* (SM021).
- 8.1.3 Only Tenderers prequalified to the specified level are eligible to submit a tender.

8.2 Tender Evaluation Team

- 8.2.1 A Tender Evaluation Team (TET) has been nominated to evaluate the tenders for this Contract. Expert advisors may be required to support and advise the TET during the evaluation.
- 8.2.2 The TET, formed to evaluate tenders, will be:

| TABLE 8.2.2: TENDER EVALUATION TEAM (TET) | |
|-------------------------------------------|---------------------------------|
| [Name] | [Position, Company] (Leader) |
| [Name] | [Position, Company] (Qualified) |
| [Name] | [Position, Company] |

<<Guidance note: one member of the TET needs to be a Qualified Evaluator for tenders >\$200,000. This person does not necessarily have to be the TET leader>>

- 8.2.3 The following personnel will act as technical advisers to the TET:

| TABLE 8.2.3: TECHNICAL ADVISERS | |
|---------------------------------|---------------------|
| [Name] | [Position, Company] |
| [Name] | [Position, Company] |
| [Name] | [Position, Company] |

- 8.2.4 Tenderers will be notified in writing of any changes to the TET or technical advisers.
- 8.2.5 Tenderers who believe there is an actual or potential conflict of interest or risk of bias with a member of the TET or a technical adviser may write to the Probity Auditor, outlining their concerns so that the appropriate action can be taken.

8.3 Tender Evaluation: Base Estimate

- 8.3.1 The base estimate is an estimate based on the Tender Documents, where the consultant rates the schedule of prices. For transparency purposes, the base estimate is given below:

| | |
|----------------------------------------------------|-----------|
| BASE ESTIMATE: | [\$XXXM] |
| THIS INCLUDES SCHEDULE OF FIXED AMOUNTS OF: | [\$XXX K] |

- 8.3.2 If the Tenderers have any concerns regarding the accuracy of the base estimate, tenderers are able to submit their concerns up to 4.00 p.m., [5] Working Days prior to tender close, through the following process:

- a) Tenderers shall forward their comments on the accuracy of the base estimate directly to the Probity Auditor nominated in this IFT.
- b) The Probity Auditor shall pass the comments (without revealing the tenderer's identity) to the Manager Procurement Services.

8.3.3 The Manager Procurement Services will consider the information and, if deemed necessary, issue further instructions to tenderers before tenders close. The Manager Procurement Services shall not reveal any price sensitive information to the TET.

8.4 Tender Evaluation <<LPC Basic / Advanced>>

8.4.1 The tender evaluation process shall consist of ranking prequalified tenders in ascending order based on price, and either awarding the Contract to the lowest price Conforming Tender or, if appropriate, seeking a pre-award discussion with the preferred tenderer.

<<Guidance note: only use the clause above if tendering with prequalification without non-price attributes>>

8.5 Tender Evaluation – Stage 1 (Price) <<LPC Basic / Advanced >>

8.5.1 The first stage in the tender evaluation process shall consist of ranking acceptable tenders in ascending order based on price.

8.6 Tender Evaluation – Stage 2 (Non-price Attributes) <<LPC Basic / Advanced >>

<<Delete clause and sub clauses if Prequalification Tender without non price attributes>>

8.6.1 The second stage in the tender evaluation process shall consist of determining tender acceptability when assessed against each of the non-price attributes.

8.6.2 The TET will individually read and evaluate the non-price attributes of the lowest priced Tenderer.

8.6.3 For the evaluation of relevant experience, track record and relevant skills the TET will take into account:

- a) The Principal's records of contracts the tenderers have completed;
- b) Their personal knowledge of any of the tenderers experience;
- c) Information from referees of other organisations the tenderers have worked for.

8.6.4 For the evaluation of methodology, the TET will take into account their personal views about best practice and the appropriate methodology to complete the Contract Works.

8.6.5 The TET will meet to agree the lowest priced tenderer's non price attribute mark. Expert advisor's assistance will be requested as required. The TET will endeavour to reach a consensus. If the TET cannot reach a consensus, the TET Leader shall consider the teams' attribute marks and decide the final attribute mark.

8.6.6 Each attribute shall be marked on a pass/fail basis. Any attribute that scores a fail shall exclude that tender from further consideration.

8.6.7 Determination of acceptability shall commence with the lowest priced tender and shall cease when the first Conforming Tender is determined.

8.7 File 1: Non-price Attribute Evaluation <<PQM>>

8.7.1 The TET will individually read the contents of "File 1 – Proposal excluding Price" and evaluate and grade the non-price attributes using the tender evaluation marking forms in this IFT.

8.7.2 For the evaluation of relevant experience, track record, and relevant skills the TET will take into account:

- The Principal's records of contracts the tenderers have completed;
- Their personal knowledge of any of the tenderers' experience;
- Information from referees of other organisations the tenderers have worked for.

8.7.3 For the evaluation of methodology, the TET will take into account their personal views about best practice and the appropriate methodology to complete the Contract Works.

8.8 Interviews << LPC Basic /Advanced, PQM >>

8.8.1 Interviews with individual tenderers may be held during the evaluation period should any further clarification be required regarding the tenderer's submission.

8.9 Agreement of Non-price Attribute Grades <<PQM >>

8.9.1 The TET will meet to agree each tenderer's non-price attribute scores and overall grade. The TET will evaluate the tenders based on a direct comparison of each tender submission, and rank each tender in order based on the markings gained in the evaluation.

8.9.2 Assistance from technical advisors will be requested as required. The TET will endeavour to reach a consensus. If the TET cannot reach a consensus, the TET Leader shall consider the team's attribute grades and decide the final attribute grades.

8.9.3 Where the tenderer does not meet the minimum standard required of these Tender Documents or a grade of [35] or less is awarded for any non-price attribute, the tender will be deemed to be a Non-Conforming Tender and no further evaluation will take place.

8.10 Evaluation of Alternative Tender(s) <<LPC Advanced, PQM >>

8.10.1 Alternative Tenders shall be considered only when they are within the scope of the Tender Documents and offer price certainty. These tenders must have met the requirements of the consultation process outlined in this IFT.

8.10.2 The TET will evaluate the Alternative Tenders for technical acceptability and assess them against the non-price attribute evaluation undertaken above. <<Delete Clause if prequalification without non price attributes>>

8.10.3 The TET will evaluate the Alternative Tenders for technical acceptability and assess them against the RFT requirements.

8.10.4 Each Alternative Tender will be assessed and evaluated by comparison with the non-Alternative Tender. The risks associated with the Alternative Tender will be a feature of this assessment and evaluation.

8.10.5 The TET will use net present value methodology for evaluating any whole life cost/benefit and risk differences. Tenderers are encouraged to highlight any perceived whole of life costs and/or benefits of their Alternative Tender, and to identify the risks and explain how they have been addressed.

8.11 Non-Price Attribute Evaluation Report <<PQM >>

8.11.1 The TET will complete a non-price attribute evaluation report. <<Guidance note: this is commonly referred to as TET Report No 1>>.

8.12 File 2 – Price <<PQM >>

- 8.12.1 Following the non-price attribute evaluation process described above, the Tenders Secretary will open File 2: Price, for each acceptable tender and determine the preferred tenderer.

8.13 Pre-Letting Meeting <<All>>

- 8.13.1 Following opening of the price file and prior to the award of Contract, the Principal may hold a pre-letting meeting with the preferred tenderer.
- 8.13.2 Meetings will be convened by the Principal, who will involve their advisors on an 'as-required' basis. The tenderer is encouraged to include all key personnel, which would usually include the tenderer's owners representative, estimator, Contractor's Representative (as defined in NZS 3910, Clause 5.2).
- 8.13.3 The pre-letting meeting should be used to clarify the price and ensure the tenderer fully understands the scope of work. The preferred tenderer may be required to submit their methodology and other information to demonstrate they have sufficient capability to complete the works.

<<Guidance note: use the following additional clauses 8.14.5 to 8.14.7 for LPC Advanced, PQM >>

- 8.13.4 The pre-letting meeting will consist of 2 parts as follows:
- a) PART 1: A contractual meeting aimed at minimising any outstanding issues associated with the tender submission and clarifying the interpretation of the scope of works. Resolution shall be minuted and included in the Contract.
 - b) PART 2: A without prejudice discussion on project risks which will enable the Principal to increase confidence in its financial allocation. Discussions under Part 2 will not be binding on either the Principal or the tenderer. The Principal and the tenderer each agree they are not entitled to rely on anything said or done at that discussion or notes taken at the discussion.
- 8.13.5 Matters to be discussed in **Part 1** shall include, but not be limited to:
- a) Resolving any outstanding issues including any ambiguities or shortcomings in the Tender Documents or tender submission;
 - b) Confirming the tenderer's methodology and documenting specific intent where any potential misalignment is found;
 - c) Confirming details on Alternative Tender(s), and or documenting intents with respect to any value engineering proposition;
 - d) Resolving any difficulties or risk issues noted where tendered rates are considered unrealistic or unsustainable.
- 8.13.6 Matters to be discussed in **Part 2** shall include, but not be limited to:
- a) Reviewing the Principal's risk register to establish completeness;
 - b) Discussing uncertainty ranges associated with individual risks.

8.14 Tender Evaluation Report <<all>>

- 8.14.1 The TET will prepare a tender evaluation report. The Principal will use this report in accepting and awarding the Contract according to its Contract administration procedures <<Guidance note: for PQM this is commonly referred to as TET Report No 2 which discusses aspects of pricing and the outcomes of any pre-letting meetings>>.
- 8.14.2 The report will include recommendations regarding the preferred tender and tenderer, and any applicable terms or conditions relating to the tender acceptance.

- 8.14.3 If the Principal accepts the recommendation of the TET, it will either award the Contract to the preferred tenderer or, if appropriate, seek pre-award discussions with the preferred tenderer.

9 TENDER ACCEPTANCE AND DEBRIEFING

9.1 Tender Acceptance

- 9.1.1 Should there be delays in the award process, the Principal will advise tenderers whether or not their tender is still being considered.
- 9.1.2 The Principal will write to the successful tenderer at the earliest opportunity to inform them that their tender has been accepted.
- 9.1.3 Where three or more Conforming Tenders are received, all tenderers will be advised of the following:
- a) Name of the successful tenderer;
 - b) The tendered price of the successful tender;
 - c) The names of all tenderers;
 - d) The tendered prices of all tenderers, in ascending order, and without linkage to Tenderers' identity
- <<Guidance note: include the following two items e) and f) if using PQM >>**
- e) For each tenderer, their individual non-price attribute grades, and the range of non-price attribute grades of all tenderers; and
 - f) For each tenderer, their individual Supplier Quality Premium (SQP) and the range of SQPs
- 9.1.4 In the event that less than three conforming tenderers are received, only the information described in clause [9.1.3] items a), b), c) will be provided. **<<Guidance note: include the following sentence if using PQM >>**. In addition, each tenderer will be provided with their individual non-price attribute grades and SQP.

9.2 Tender Debriefing

- 9.2.1 Within two weeks of the award of Contract, tenderers may request a meeting with the Waka Kotahi Consultant that includes at least one member of the TET. The purpose of the meeting will be to discuss the tenderer's submission including in particular the adequacy of the submitted information and where applicable the scoring of non-price attributes. Other tenderers' tender submission information and details will not be disclosed. The discussions will be confidential and will not be formally minuted.
- 9.2.2 Tenderers will be invited to provide their views on the tender process at the debrief meeting.

10 TENDER EVALUATION MARKING FORMS

10.1 Tender Evaluation Marking Forms

<<Guidance note: Delete clause and all marking forms if Prequalification Tender without non price attributes>>

- 10.1.1 The TET will use the following tender evaluation marking forms to evaluate each tenderer's non-price attribute submission. <<Guidance Note: Consultants to ensure attribute % weightings in marking sheet are consistent with section [4.2] of the IFT.>>

<<Guidance Note: For prequalification Consultants to delete non-nominated non-price attribute marking sheets>>

| RELEVANT EXPERIENCE <<LPC BASIC/ADVANCED>> | | | FORM A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|----------------------|
| PROJECTS | RELEVANCE Pass / Fail | CURRENCY Pass / Fail | SCALE Pass / Fail |
| | | | |
| | | | |
| | | | |
| | | | |
| Tenderer | | Relevant Experience Rating | |
| Evaluator's Comments (Continue on Separate Sheet if Necessary) | | | |
| <p>TET Note: relevant experience relates to the company, not individuals, and should include relevant experience of key Subcontractors, if appropriate.</p> | | | |

| TRACK RECORD <<LPC BASIC/ADVANCED>> | | FORM B |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|
| PROJECTS | PERFORMANCE | |
| | Pass / Fail | |
| | | |
| | | |
| | | |
| Summary Rating | | |
| | | |
| Tenderer | | Track Record Rating |
| | | |
| Evaluator's Comments (Continue on Separate Sheet if Necessary) | | |
| <p>TET Note: Track record relates to the company, not individuals, and should include track record of key Subcontractors.</p> <p>Where no final PACE evaluation is in the database, a PACE form shall be used when interviewing the referees.</p> <p>The TET may factor the final PACE score and/or interviewed PACE score accordingly where a project nominated under track record is not consistent with referee checks and/or is contrary to the TET's knowledge and experience.</p> | | |

| RELEVANT SKILLS <<LPC BASIC/ADVANCED>> | | FORM C |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------|
| KEY PERSONNEL | PRACTICAL EXPERIENCE Pass / Fail | QUALIFICATIONS AND TRAINING Pass / Fail |
| Health and Safety Manager | | |
| Contract Director | | |
| Contractors Representative (as NZS3910, Clause 5.2) | | |
| Senior Engineer (Earthworks) | | |
| Senior Engineer (Structures) | | |
| Senior Engineer (Pavement & Surfacing) | | |
| Senior field supervisor (Earthworks) | | |
| Quality Manager | | |
| Environmental and Consent Compliance Manager | | |
| Accredited Laboratory Personnel | | |
| Traffic Manager (TTM) | | |
| Customer Management Personnel | | |
| [Others] | | |
| | | |
| Tenderer | | Relevant Skills Rating |
| Evaluator's Comments (Continue on separate sheet if necessary) | | |
| <p>TET Note: Relevant skills relates to individuals, not the company, and should include relevant skills of key Subcontractors if the positions listed are to be filled by Subcontractors.</p> <p><<Guidance note: for each role, a description of the key responsibilities should be provided, together with the qualifications and minimum number of years' experience >></p> | | |

| METHODOLOGY <<LPC BASIC/ADVANCED>> | | FORM E | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|--|
| FACTOR | | STANDARD | |
| | | Pass / Fail | |
| Health and Safety | | | |
| Organisational Structure | | | |
| Financial management and Reporting | | | |
| Construction Programme | | | |
| Temporary Works | | | |
| Structures | | | |
| Earthworks | | | |
| Pavement and surfacing | | | |
| Environmental and Consent Compliance | | | |
| Liaison (Iwi, Stakeholder, Community and Project Neighbour consultation) | | | |
| Quality assurance | | | |
| Management of Risk | | | |
| Co-operative work environment | | | |
| Customer Management | | | |
| Permanent stormwater management | | | |
| Maintenance Operations | | | |
| Miscellaneous | | | |
| [Others] | | | |
| Tenderer | | | |
| <<Guidance Notes: • Above are examples only. The Consultant is to nominate factors relevant to their project. The factors should be limited to 5-8 and be project specific.>> | | Methodology Rating | |
| • Evaluator's Comments (Continue on Separate Sheet if Necessary) | | | |
| Note for TET: Methodology relates to the proposed method of carrying out the Contract Works, and should include methodology of key Subcontractors where work is to be carried out by Subcontractors. | | | |

[Insert Contract name]
Contract No: [insert no]

Waka Kotahi NZ Transport Agency
Instructions for Tendering
IFT 1

| METHODOLOGY <<LPC BASIC/ADVANCED>> | FORM E |
|------------------------------------|--------|
| | |

<<Marking form to be used for projects <\$5M for Relevant Experience>>

| RELEVANT EXPERIENCE (WEIGHTING [XX%]) <<PQM >> | | | FORM A |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT | RELEVANCE [70%] <ul style="list-style-type: none"> 35 or less: not related 40,45: barely related 50, 55: related 60, 65, 70: particularly related 75, 80, 85: very related 90, 95, 100: extremely related (one score per project) | CURRENCY [20%] <ul style="list-style-type: none"> 35 or less: 5+ years or < 40% complete 40, 45: 4–5 years or 40-50% complete 50, 55: 3-4 years or 50-60% complete 60, 65, 70: 2-3 years or 60-75% complete 75, 80, 85: 1-2 years or 75-90% complete 90, 95, 100: 0-1 years or 90-99% complete (one score per project) | SCALE [10%] <ul style="list-style-type: none"> 35 or less: <35% of estimate 40, 45: 5-50% of Estimate 50, 55: 50-70% of Estimate 60, 65, 70: 70-90% of Estimate 75, 80, 85: 90-100% of Estimate 90, 95, 100: > or = Estimate (one score per project) |
| | | | |
| | | | |
| | | | |
| Summary Rating | | | |
| Tenderer | | Relevant Experience Rating | |
| Evaluators Comments (Continue on separate sheet if necessary) | | | |
| TET Note: Relevant experience relates to the company, not individuals, and should include relevant experience of key Subcontractors, if appropriate. | | | |

<<Marking form to be used for projects >\$5M for Relevant Experience>>

| RELEVANT EXPERIENCE (WEIGHTING [XX%])<<PQM >> | | | FORM A | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Factors | | Relevance [70%] | Currency [20%] (Years ago or % complete if under construction) | Scale [10%] (% of Estimate) |
| | Weighting | <ul style="list-style-type: none"> • 35 or less: not related • 40, 45: barely related • 50, 55: related • 60, 65, 70: particularly related • 75, 80, 85: very related • 90, 95, 100: extremely related | <ul style="list-style-type: none"> • 35 or less: 5+ years or < 50% complete • 40, 45: 4–5 years or 50-60% complete • 50, 55: 3-4 years or 60-70% complete • 60, 65, 70: 2-3 years or 70-80% complete • 75, 80, 85: 1-2 years or 80-90% complete • 90, 95, 100: 0-1 years or 90-99% complete | <ul style="list-style-type: none"> • 35 or less: <35% of estimate • 40, 45: 5-50% of Estimate • 50, 55: 50-70% of Estimate • 60, 65, 70: 70-90% of Estimate • 75, 80, 85: 90-100% of Estimate • 90, 95, 100: > or = Estimate |
| Earthworks | [XX%] | | Note: Provide Summary Rating Only | Note: Provide Summary Rating Only |
| Structures | [XX%] | | | |
| Pavement & surfacing | [XX%] | | | |
| Safety | [XX%] | | | |
| Environmental | [XX%] | | | |
| Drainage | [XX%] | | | |
| [Others] | [XX%] | | | |
| Summary Rating | | | | |
| Tenderer | | Relevant Experience Rating | | |
| <p><<Guidance Notes:</p> <ul style="list-style-type: none"> • Factors must align with those listed in section 4.3 (Relevant Experience) of the IFT. • Sub attribute weightings are the default, and may be amended as appropriate. • Factor weightings may be entered as a %, or High, Medium or Low. If left blank, the Contractor can assume all factors have the same weighting. • For major projects the period of currency may be extended without significant downgrading to their currency.>> | | | | |
| Evaluator's Comments (Continue on Separate Sheet if Necessary) | | | | |
| <p>TET Note: Relevant experience relates to the company, not individuals, and should include relevant experience of key Subcontractors, if appropriate.</p> | | | | |

| TRACK RECORD (WEIGHTING [XX] %) <<PQM >> | | FORM B | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PROJECT | | PERFORMANCE (100%) | |
| | | <ul style="list-style-type: none"> • ≤35%: Unsatisfactory • 36% to 49%: Needs improvement • 50% to 59%: Acceptable • 60% to 70%: Requirements fully met • 71% to 85%: Exceeds requirements • 86% to 100%: Superlative | |
| | | | |
| | | | |
| Summary Rating | | | |
| | | | |
| Tenderer | | Track Record Rating | |
| <<Guidance Notes: | | | |
| <ul style="list-style-type: none"> • Track record weightings to be inserted by document preparer.>> | | | |
| Evaluator's Comments (Continue on Separate Sheet if Necessary) | | | |
| <p>TET Note: Track record relates to the company, not individuals, and should include track record of key Subcontractors.</p> <p>Where no final PACE evaluation is in the database, a PACE form shall be used when interviewing the referees</p> <p>The TET may factor the final PACE score and/or interviewed PACE score accordingly where a project nominated under track record is not consistent with referee checks and/or is contrary to the TET's knowledge and experience.</p> | | | |

| RELEVANT SKILLS (WEIGHTING [XX%]) <<PQM >> | | FORM C | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| KEY PERSONNEL | | PRACTICAL EXPERIENCE [70%] | QUALIFICATIONS AND TRAINING [30%] (Formal Qualifications & Training) |
| | Weighting | <ul style="list-style-type: none"> • 35 or less: Poor • 40, 45: Below Average • 50, 55: Average • 60, 65, 70: Above Average • 75, 80, 85: Good • 90, 95, 100: Excellent | <ul style="list-style-type: none"> • 35 or less: Barely adequate • 40, 45: Adequate • 50, 55: Meets requirements • 60, 65, 70: Related • 75, 80, 85: Very Related • 90, 95, 100: Directly Applicable |
| Health and Safety Manager | [XX%] | | |
| Contract Director | [XX%] | | |
| Contractors Representative (as NZS3910, Clause 5.2) | [XX%] | | |
| Senior Site Supervisor (Earthworks) | [XX%] | | |
| Senior Site Supervisor (Structures) | [XX%] | | |
| Senior Site Supervisor (Pavement & Surfacing) | [XX%] | | |
| Senior field supervisor (Earthworks) | [XX%] | | |
| Quality Manager | [XX%] | | |
| Environmental and Consent Compliance Manager | [XX%] | | |
| Accredited Laboratory Personnel | [XX%] | | |
| Traffic Manager (TTM) | [XX%] | | |
| Communications and Engagement Personnel | [XX%] | | |
| [Others] | [XX%] | | |
| Summary Rating | | | |
| Tenderer | | Relevant Skills Rating | |
| <<Guidance Notes: <ul style="list-style-type: none"> • This list is not exhaustive. The Consultant must ensure the personnel listed are appropriate for their project. Personnel should be limited to 4-8 of the Contractor's key personnel involved with the project. • Contract Director: Senior representative from the Tenderer's organisation, and typically not Site based responsible for the Contract Works' overall implementation and management • Sub attribute weightings are the default, and may be amended as appropriate • Factor weightings may be entered as a %, or High, Medium or Low. If left blank, the Contractor can assume all factors have the same weighting.>> | | | |

RELEVANT SKILLS (WEIGHTING [XX%]) <<PQM >> **FORM C**

Evaluator's Comments (Continue on Separate Sheet if Necessary)

TET Note: Relevant skills relates to individuals, not the company, and should include relevant skills of key Subcontractors if the positions listed are to be filled by Subcontractors.

<<Guidance note: for each role, a description of the key responsibilities should be provided, together with the qualifications and minimum number of years' experience >>

| RESOURCES (WEIGHTING [XX]%) <<PQM >> | | | FORM D |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FACTORS | | PLANT [70%] (Equipment and Facilities) | LABOUR [30%] |
| | Weighting | <ul style="list-style-type: none"> • 35 or less: Poor • 40, 45: Below Average • 50, 55: Average • 60, 65, 70: Above Average • 75, 80, 85: Good • 90, 95, 100: Excellent | <ul style="list-style-type: none"> • 35 or less: Poor • 40, 45: Below Average • 50, 55: Average • 60, 65, 70: Above Average • 75, 80, 85: Good • 90, 95, 100: Excellent |
| Earthworks | [XX%] | | |
| Structures | [XX%] | | |
| Pavement & surfacing | [XX%] | | |
| Safety | [XX%] | | |
| Environmental and Consent Compliance | [XX%] | | |
| Drainage | [XX%] | | |
| [Others] | [XX%] | | |
| Summary Rating | | | |
| Tenderer | | Resources Rating | |
| <<Guidance Notes: <ul style="list-style-type: none"> • Above are examples only. Consultant to nominate factors relevant to their project. Generally the factors will be the same as those used in Relevant Experience. • The number of factors considered by the TET should be limited to 3-6 and be project specific. • Sub attribute weightings are the default, and may be amended as appropriate • Factor weightings may be entered as a %, or High, Medium or Low. If left blank, the Contractor can assume all factors have the same weighting. >> | | | |
| Evaluator's Comments (Continue on Separate Sheet if Necessary) | | | |
| TET Note: Resources relates to the company, not individuals, and should include resources of key Subcontractors if the factors listed are to be carried out by Subcontractors. | | | |

| METHODOLOGY (WEIGHTING [XX%]) <<PQM >> | | FORM E |
|------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FACTOR | | STANDARD (100%) |
| | Weighting | <ul style="list-style-type: none"> • 35 or less: Poor • 40, 45: Below Average • 50, 55: Average • 60, 65, 70: Above Average • 75, 80, 85: Good • 90, 95, 100: Excellent |
| Health and Safety | [XX%] | |
| Organisational Structure | [XX%] | |
| Financial Management and Reporting | [XX%] | |
| Construction Programme | [XX%] | |
| Temporary Works | [XX%] | |
| Structures | [XX%] | |
| Earthworks | [XX%] | |
| Pavements and surfacing | [XX%] | |
| Environmental and Consent Compliance | [XX%] | |
| Liaison (including Iwi and Stakeholder consultation) | [XX%] | |
| Quality assurance | [XX%] | |
| Management of Risk | [XX%] | |
| Co-operative work environment | [XX%] | |
| Customer Management | [XX%] | |
| Permanent stormwater management | [XX%] | |
| Miscellaneous | [XX%] | |
| [Others] | [XX%] | |
| Summary Rating | | |
| | | |
| Tenderer | | |

METHODOLOGY (WEIGHTING [XX%]) <<PQM >> **FORM E**

<<Guidance
 Notes:

- Above are examples only. The Consultant is to nominate factors relevant to their project.
- The factors should be limited to 5-8 and be project specific

Factor weightings may be entered as a %, or High, Medium or Low. If left blank, the Contractor can assume all factors have the same weighting>>

• **Evaluator's Comments** (Continue on Separate Sheet if Necessary)

Note for TET: Methodology relates to the proposed method of carrying out the Contract Works, and should include methodology of key Subcontractors where work is to be carried out by Subcontractors.

[Insert Contract name]
Contract No: [insert no]

Waka Kotahi NZ Transport Agency
Instructions for Tendering
IFT 1

11 TENDER FORM

TENDER FOR: Contract Number [Waka Kotahi Contract No]
[Contract Name]



Tenders Secretary
New Zealand Transport Agency
(Waka Kotahi)

[Delivery Address]

[City]

1. The Tenderer (the undersigned):

hereby offers to New Zealand Transport Agency (Waka Kotahi) to make and execute the above-mentioned work in accordance with the Drawings, Specifications and Conditions of Contract for the sum (in words) of

\$(_____) excluding GST

2. The Tenderer is/is not (delete as applicable) a registered person in terms of the Goods and Services Act 1985.

Our GST registration number is: _____

3. Our current Prequalification Work Category(s) and Classification Level(s). _____

4. The Tenderer understands that Waka Kotahi reserves the right to reject any or all tenders.

5. The Tenderer agrees that this offer will remain valid for 3 months after tenders close.

6. <<Include for Contracts that fall within the PAI policy >> The Tenderer understands that the Contract is included in the Principal's PAI programme.

7. The Tenderer declares that at the time of submitting this tender, the Tenderer is not aware of any actual, potential or perceived conflict/s of interest in relation to the matters covered by these Tender Documents having made all reasonable and proper enquiries or that may prevent the Tenderer from undertaking the Contract Works and/or acting for Waka Kotahi and that the Tenderer will keep Waka Kotahi updated in relation to any such conflict of interest and/or any relationships or circumstances that may give rise to such conflict of interest in relation to the undertaking of the Contract Works.

8. The Tenderer nominates the following as surety for any bond (optional) specified in the Contract and will within seven days furnish a certificate signed by the nominated surety that it will execute the bond(s) should the Tenderer be awarded the Contract.

| Details | Performance Bond | Bond in Lieu of Retentions |
|----------------|------------------|----------------------------|
| Name | | |
| Postal Address | | |
| City | | |

Tenderer's Signature

Contact Name

Postal Address

Telephone No.

Email Address:
