

Contract [Number]  
[Contract Name]  
Contract Documents

Early Contractor

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<b>CONTRACT DOCUMENTS</b> <<Guidance note: update this table>>		
<b>INSTRUCTIONS FOR TENDERING</b>		<b>IFT 1</b>
Contract Cover Sheet		
1	Key Information for Tenderers	
2	Conditions of Tendering	
3	Schedule to Conditions of Tendering	
4	Non-Price Attributes	
5	Alternative Tenders	
6	Alternative Tenders Design Certificate	
7	Tender Information Schedule	
8	Tender Evaluation Procedure	
9	Tender Acceptance and Debriefing	
10	Tender Evaluation Marking Forms	
Tender Form		TF 1
<b>SCHEDULE OF PRICES</b>		<b>SP 1</b>
<b>BASIS OF PAYMENT</b>		<b>BP 1</b>
Preamble		
1	Certificates and Payment	
2	Valuing Scope Changes	
3	Preliminary and General	
4	Basis of Measurement and Payment	
<b>CONDITIONS OF CONTRACT</b>		<b>CC 1</b>
	General Conditions	
Schedule 1	Special Conditions of Contract – Specific Conditions of Contract	
Schedule 2	Special Conditions of Contract – Other Conditions of Contract	
Schedule 3	Form of Contractors performance bond	
Schedule 4	Form of Principal's bond	
Schedule 5	Form of Contractor's bond in lieu of retentions	
Schedule 6	Form of Producer Statement – Construction	
Schedule 7	: Information about Contractor arranged construction insurance	
Schedule 8	Information about Contractor arranged Plant insurance	

<b>CONTRACT DOCUMENTS</b> <<Guidance note: update this table>>		
Schedule 9	Information on public liability insurance	
Schedule 10	Information on Contractor arranged motor vehicle insurance	
Schedule 11	Information on Contractor arranged professional indemnity insurance	
Schedule 12	Information on Principal arranged construction insurance	
Schedule 13	Form of Contractor (or Subcontractor) warranty	
Schedule 14	Agreement for off-site Materials	
Schedule 15	Practical Completion Certificate	
Schedule 16	Final Completion Certificate	
Schedule 17	Deed of Novation	
Schedule 18	Cost fluctuations	
<b>PRINCIPAL'S REQUIREMENTS</b> <<CONSULTANT TO UPDATE CONTENTS>>		<b>PR 1</b>
1	General Requirements	
2	Contract Scope and Description of Works	
3	Site Information	
4	Design Criteria	
5	Publicly and Privately Owned Utilities	
6	Quality Assurance	
7	As Built Requirements	
8	Design Certification Procedure	
9	Maintenance Requirements	
<b>APPENDICES TO THE PRINCIPAL'S REQUIREMENTS</b> <<CONSULTANT TO UPDATE CONTENTS>>		<b>APP 1</b>
A	Principal's Design Criteria	
B	Producer Statements and Certificates	
C	Location, Description and Design Check Category of Principal Structures	
D	Survey Information	
E	Bridge Inspection and Maintenance Manual Bridge Input Forms	
F	Principal Supplied Drawings	
G	Facilities for the Engineer	
H	Resource Consents and Environmental Criteria	

<b>CONTRACT DOCUMENTS</b> <<Guidance note: update this table>>		
I	Accommodation Works	
J	Utility Diversions and Requirements	
K	Land Made Available by the Principal	
L	Schedule of Parties to be Consulted	
M	Access to the Site	
N	[Others]	
<b>DRAWINGS</b>		<b>D 1</b>
The Drawings are bound separately and form part of the Contract Documents <<only bind separately if a large number of drawings, otherwise include with other contract documents>>.		
<b>ADDITIONAL DOCUMENTS</b> <<CONSULTANT TO COMPLETE>>		<b>ADD 1</b>
1	Specimen Design	
2	Previous Road Safety Audit Report(s), including the Waka Kotahi response to issued raised	
3	Environmental and Social Responsibility Screen	
4	[to be advised] <<Consultant to update>>	

# 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) **ECI** contracts. The purpose of the proforma is to provide consistency throughout the regional operations of Waka Kotahi and to ensure that an appropriate level of detail is provided in 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.

### **Green**

Green text has been used for optional text relating to novation of the Consultant, which can either be used or deleted in its entirety. The inclusion of these clauses shall be agreed with the Waka Kotahi Project Manager. All finalised text 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 [\[1.11\]](#) for tender closing details.



# CONTENTS

<<Ensure the Table of Contents is updated once the final revisions have been undertaken as pagination may have changed. Highlight the TOC – right click – update field – update entire table >>

<b>1</b>	<b>KEY INFORMATION FOR TENDERERS</b>	<b>4</b>
1.1	Form of Project Delivery	4
1.2	Basis of Tender and Progression through the Separable Portions	4
1.3	Programming & Funding	4
1.4	Desired Outcomes	4
1.5	Description of the Works	5
1.6	Additional Works	5
1.7	Basis of Contract	6
1.8	Principal's Objectives	6
1.9	Risk Allocation	7
1.10	Tender Submission	7
1.11	Key Contract Data	8
1.12	Communications During Tender Period	10
1.13	Communications – "Commercial in Confidence"	11
1.14	Conflict of Interest, Risk of Bias or Collusion	11
1.15	Tender Tag and Clarification Statement	12
1.16	Electronic Information	13
1.17	Site Investigations	13
1.18	Statutory Approvals	13
1.19	Additional Project Information	14
1.20	Co-operative Approach	14
1.21	Interactive Tender Process	14
1.22	Privacy Act	15
1.23	Confidentiality	16
1.24	Information and Security	16
1.25	Time for Completion	16
1.26	Probity	16
<b>2</b>	<b>CONDITIONS OF TENDERING</b>	<b>17</b>
<b>3</b>	<b>SCHEDULE TO CONDITIONS OF TENDERING</b>	<b>20</b>
<b>4</b>	<b>NON-PRICE ATTRIBUTES</b>	<b>23</b>
4.1	Attribute Submission and Weighting	23
4.2	Contractor and Subcontractor Information	23
4.3	Relevant Experience	24
4.4	Track Record	25
4.5	Relevant Skills	25
4.6	Methodology	26

<b>5</b>	<b>TENDER INFORMATION SCHEDULE .....</b>	<b>28</b>
5.1	General .....	28
5.2	Proposed Subcontractors .....	28
5.3	Acknowledgement of Notices to Tenderers .....	28
5.4	Declaration .....	28
<b>6</b>	<b>TENDER EVALUATION PROCEDURE .....</b>	<b>30</b>
6.1	Overview .....	30
6.2	Tender Evaluation Team .....	30
6.3	File 1: Non-price Attribute Evaluation .....	30
6.4	Interviews .....	31
6.5	Agreement of Non-price Attribute Grades .....	31
6.6	Non-price Attribute Evaluation Report .....	31
6.7	Preletting Meetings .....	31
<b>7</b>	<b>TENDER ACCEPTANCE AND DEBRIEFING .....</b>	<b>32</b>
7.1	Tender Acceptance .....	32
7.2	Tender Debriefing .....	32
<b>8</b>	<b>TENDER EVALUATION MARKING FORMS .....</b>	<b>33</b>
8.1	Tender Evaluation Marking Forms .....	33

# 1 KEY INFORMATION FOR TENDERERS

## 1.1 Form of Project Delivery

- 1.1.1 The delivery of this project, which is to [brief project description], is being progressed through this contract on an Early Contractor Involvement (ECI) basis. The principle objective of which is to have the Contractor involved early in the project development, so they can influence and take ownership of the project design, with a view to achieving greater cost effectiveness and cost certainty in construction, as well as expediting overall delivery.
- 1.1.2 The ECI process typically involves 3 separable portions of: Investigation – resulting in a preliminary design; Design Development – resulting in a specimen design; and Detailed Design and Construction – resulting in a constructed outcome. << guidance note: add details of current project status with SP and details of novated consultant if applicable>>.

## 1.2 Basis of Tender and Progression through the Separable Portions

- 1.2.1 Through the tender process, the Principal seeks to identify a preferred tenderer, to become the Contractor responsible for the delivery of the entire services.
- 1.2.2 Following the evaluation of tenders, the Principal intends to invite the preferred tenderer to enter into negotiations for the delivery of Separable Portion [2 – Design Development]. This will require the preferred tenderer to present a proposal and price for the delivery of this separable portion, as generally based on Principals Requirements as set-out in this Contract.
- 1.2.3 Only once such negotiations for delivery of Separable Portion [2] are successfully concluded, will the Contract be awarded.
- 1.2.4 Similarly, at the conclusion of Separable Portion [2], the tenderer – as then Contractor, to again be required to present a proposal and price for the delivery of Separable Portion 3 – Detailed Design and Construction. Progression to SP3 will again be subject to a successful negotiation outcome with the Principal, and approval of funding.
- 1.2.5 Progression through this Contract therefore relies on a high level of partnering, commercial openness and ability to demonstrate value for money from the Contractor and with the Principal.

## 1.3 Programming & Funding

- 1.3.1 Funding is [current update].
- 1.3.2 Similarly, funding for Separable Portion 3 is [not] presently allocated. The allocation of funds for this Separable Portion, will be subject in part to the successful outcome of the previous Separable Portion and the allocation of funds at that time.

## 1.4 Desired Outcomes

- 1.4.1 The Contractor shall add value through the ECI process by:
- Working in a co-operative environment and embracing a partnering philosophy;
  - Utilising its skills and experience in programming, estimating, construction technique, and value engineering to develop, and implement, an optimal solution that gives due consideration to the Principal's objectives (see [1.8] of IFT section) and the community expectations and desires;

- c) Provide value to the Principal, by continually challenging assumptions and constraints and proactively championing innovations through the Waka Kotahi NZ Transport Agency (Waka Kotahi) Board, the consultation process, and the consenting process;
- d) Developing a complete understanding of services / utilities affected by the works and developing and implementing a strategy for their optimum relocation / protection in the long-term interests of the project;
- e) Undertaking a thorough and complete consultation process and proactively managed consent application process, to obtain Designation and consents with conditions acceptable to the Principal;
- f) Conducting a site survey to provide an appropriate level of detail and accuracy to complete the design and a good starting point for the commencement of the physical works;
- g) Developing and implementing a geotechnical investigation regime that balances the needs for certainty against cost;
- h) Ensuring all works are undertaken to at least meet the minimum scope, quality standards and current policy;
- i) Proactively exploring ways to positively enhance and promote the Principal's and the projects image in the eyes of the public and the community.
- j) Identifying and including broader outcomes to be met by the project

<< Guidance note: Delete or add to above as appropriate >>

## 1.5 Description of the Works

- 1.5.1 This contract is for the construction of [>>>>>] between [ >>>>>] and [ >>>>]. The section is [>>>] km long and includes [>>>] bridges and [>>>>].
- 1.5.2 The contract is split into [three(3)] Separable Portions as follows:
  - Separable Portion 1 – [Investigation, Planning and Preliminary Design];
  - Separable Portion 2 – [Project Development, Post Lodgement Planning and Specimen Design]; and
  - Separable Portion 3 – Detailed Design and Construction.
- 1.5.3 Progression to SP3 in part or in full will be subject to the successful outcomes (in terms of project objectives and value for money for the Principal) of [SP's 1 & 2], funding and contractor's performance.
- 1.5.4 The Principal's Requirements further describe the scope of each Separable Portion in detail.
- 1.5.5 Clause 10.8 of the Contract provides the Principal with the option of terminating the Contract at the conclusion of each Separable Portion.

## 1.6 Additional Works

- 1.6.1 The Principal also reserves the right to negotiate with the successful tenderer additional work that is not currently listed in this package of work. This additional work includes, but is not limited to the investigation and/or design and /or construction of the following;

- [Add details as required]

## 1.7 Basis of Contract

- 1.7.1 This Contract will be awarded on an ECI basis. This means that the Contractor will be involved throughout project development.
- 1.7.2 [Consultant Name] will be a Nominated Subcontractor to the Contractor. Details of the contractual arrangements are described in section [2.3] of the Principal's Requirements.
- 1.7.3 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.
- 1.7.4 Definitions used in this IFT document are defined in section [1.2] of the Principal's Requirements.

## 1.8 Principal's Objectives

- 1.8.1 The Principal is seeking a Contractor who will:
- a) Promote the Principal's statutory objective under the Land Transport Management Act 2003;
  - b) Do everything feasible to expedite the completion of the design and construction of the project works;
  - c) Promote its goals of providing a safe and more efficient network, minimising costs and increasing user satisfaction with the network;
  - d) Provide value for money and increased price certainty in the procurement and construction of this project;
  - e) Identify and include broader outcomes to be met by the project;
  - f) 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.
  - g) Liaise and work closely with key project stakeholders to achieve successful project outcomes;
  - h) Undertake all practical measures to mitigate the social and environmental impact of their activities;
  - i) Develop and implement innovative work methods and/or materials that result in quality, performance and an optimal whole of life design;
  - j) Commit to a co-operative approach to the contract through a partnering process;
  - k) Provide contract quality assurance that will lead to a high level of confidence that required outcomes will be met;
  - l) 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;

- m) [List others as maybe specifically applicable to the contract in discussion with the Waka Kotahi Project Manager]

1.8.2 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 competent resources and commitment to successfully complete the Contract Works to meet the above expectations.

## 1.9 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.>>

1.9.1 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 Contract. Where there is a conflict of meaning or ambiguity in regard to risk allocation, the Contract will have precedence.

TABLE 1.9: RISK ALLOCATION TABLE				
REFERENCE	RISK	DESCRIPTION	PRINCIPAL RETAINS RISK	CONTRACTOR RETAINS RISK
<<Risk register reference>>	<<Risk name>>		[Yes/No]	[Yes/No]

1.9.2 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.

## 1.10 Tender Submission

1.10.1 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".>>. Tenderers are reminded that under the terms of the Waka Kotahi 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.

1.10.2 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

- 1.10.3 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 [1.12] of this IFT as soon as possible.
- 1.10.4 The Principal requires conforming tenders for this Contract. Tenderers shall ensure that their tenders meet all the requirements of the Tender Documents.

## 1.11 Key Contract Data

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

TABLE 1.11: KEY CONTRACT DATA		
DESCRIPTION	KEY CONTRACT DATA	DOCUMENT REFERENCE
Type of contract	Lump Sum	CC Schedule 1, 2.1.1
Supplier selection method	[Prequalification, PQM]	IFT Section [8.1]
Conditions of Contract	NZS 3916:2013	CC General Conditions
Contract Duration	Separable Portion [1]: [12] months Separable Portions [2 and 3]: Negotiable	CC Schedule 1, 10.2.1
Liquidated Damages	Separable Portions [1 and 2]: Nil Separable Portion 3: Negotiable	CC Schedule 1, 10.5.1
Defect Notification Period	Separable Portions [1 and 2]: Nil Separable Portion 3: [12] months	CC Schedule 1, 11.1
Cost fluctuations	Separable Portions [1 and 2]: Nil  <<Guidance note: For some contracts it may be appropriate to allow cost fluctuations for separable portions 1 & 2 – advice on same can be sought from <a href="mailto:procurement@nzta.govt.nz">procurement@nzta.govt.nz</a> >>  Separable Portion 3: Refer to Schedule 12	CC Schedule 1, 12.8
Closing date for tender queries	[8] days prior to tender close	IFT Section [1.12]
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 [1.21]
Interactive tendering meeting	[Date(s) to be advised ]	IFT Section [1.21]
[Other]		<<State document and section/clause reference>>

Note: W/C = week commencing

- 1.11.2 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: consider similar statement to the above for inclusion where funding approvals are yet to be obtained>>

1.11.3 <<<Guidance note: insert clauses 1.11.4 and 1.11.5 for contracts that fall under the Waka Kotahi PAI policy.>>>.

1.11.4 The Principal has arranged for Principal Arranged Insurance (PAI) for the Contract Works and Public Liability insurances for this Contract.

1.11.5 Refer to the following link for details of the PAI, policy: <http://nz.marsh.com/nzta-pai/>.

## 1.12 Communications During Tender Period

1.12.1 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 Principal's **Advisor'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.

1.12.2 When tenderers receive the Tender Documents, they shall notify the Consultant's Nominated Person in clause [1.12.4] 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).

1.12.3 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.

1.12.4 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]

1.12.5 Tenderer's enquiries shall be raised with the **Consultant's Nominated Person** as soon as possible but not later than the date shown on the tendering timetable (section [1.11]) of this IFT. Where the Principal considers it necessary and/or appropriate, they will endeavour to respond to all queries within [10] working days of receiving them.

1.12.6 It is the tenderer's responsibility to ensure that the **Consultant's Nominated Person** has received any enquiry that they have raised.

1.12.7 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 Documents. 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.

- 1.12.8 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.

## 1.13 Communications – “Commercial in Confidence”

- 1.13.1 Where a tenderer's communication includes commercially sensitive information the Tenderer can request, and upon agreement it can be given "Commercial in Confidence" status.
- 1.13.2 "Commercial in Confidence" communications must follow the requirements of section [1.12] above, with the following additions:
- a) Communications that are "Commercial in Confidence" must be issued separately;
  - b) Communications that are "Commercial in Confidence" must be clearly marked "Commercial in Confidence".
- 1.13.3 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.

## 1.14 Conflict of Interest, Risk of Bias or Collusion

- 1.14.1 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.
- 1.14.2 Tenderers are required to declare any conflicts of interest and submit them with their tender submission.
- 1.14.3 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.
- 1.14.4 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.

- 1.14.5 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.
- 1.14.6 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.
- 1.14.7 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.
- 1.14.8 Similarly, the Principal reserves the right to decline the tender of any tenderer that 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.
- 1.14.9 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.

## 1.15 Tender Tag and Clarification Statement

- 1.15.1 The Principal's preference is that tenderers' tenders 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.
- 1.15.2 If the tenderer wishes to tag or clarify their tender 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.
- 1.15.3 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.
- 1.15.4 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.
- 1.15.5 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.
- 1.15.6 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.

- 1.15.7 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 to alter the risks, benefits, or cost of the project.

## 1.16 Electronic Information

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

DOCUMENT	FORMAT
Instructions for Tendering	PDF
Tender Form and Tender Information Schedule	Word
<a href="#">Other Tender Documents</a>	PDF
<a href="#">Other Principal Supplied Drawings</a>	CAD
<a href="#">Waka Kotahi Design and Construct Proforma</a>	PDF
<a href="#">Other – Consultant to list</a>	

- 1.16.2 Electronic copies of the following documentation can be viewed at [\[sharepoint / tempobox website\]](#). The Consultant's Nominated Person shall be contacted to request access, following the procedures in section [\[1.12\]](#) of this IFT:

DOCUMENT	FORMAT
<a href="#">Other Tender Documents</a>	PDF
<a href="#">Other Principal Supplied Drawings</a>	CAD
<a href="#">Waka Kotahi Design and Construct Proforma</a>	PDF
<a href="#">Other – Consultant to list</a>	

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

## 1.17 Site Investigations

- 1.17.1 No site investigations have been completed to date.

## 1.18 Statutory Approvals

- 1.18.1 No action has been taken to secure consents, or to investigate the designation boundaries for this site beyond investigation into existing consents. If relevant consents exist, information will be provided by Waka Kotahi.
- 1.18.2 The Contractor will be required to work with the Waka Kotahi Environmental Planners to complete the requirements in this regard as part of Separable Portion 1.

## 1.19 Additional Project Information

- 1.19.1 The reports and other information referred to in, or attached to, or made available with, the Request for Tender Documents have been compiled in good faith and are provided for the information of Tenderers. Unless specifically stated otherwise, 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.
- 1.19.2 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 [1.12] of this IFT:

VIEWING DOCUMENTS
<<insert list here>>
[SAR]
[Factual / Interpretative Geotechnical Reports]

## 1.20 Co-operative Approach

- 1.20.1 In order for this project to be a success, it is crucial that there is a high level of co-operation between the Principal, Contractor and other stakeholders.
- 1.20.2 A formal partnering process will be carried out during the construction phase of the project. The standard requirements for the partnering process, as detailed in the Contract, will apply.

## 1.21 Interactive Tender Process

- 1.21.1 One joint interactive tender meeting will be held during the tender period. This meeting will involve all interested tenderers and the Principal. [Three] hours will be set aside for this meeting. The purpose of this meeting will be to provide a background to the project, and to ensure that all tenderers fully understand the tendering and contract negotiation process.
- 1.21.2 [One] meeting will be held between each individual tenderer and the Principal during the tender period. <<Guidance Note: Only one individual interactive tender meeting should be held unless a project specific reason exists.>>. [Two] hours will be set aside for each of these meetings.
- 1.21.3 The purpose of these meetings is to resolve issues relating to the tenderer's tender. The interactive tender process will also be used to address any anomalies, ambiguities, errors or omissions identified in the Tender Documents.
- 1.21.4 All meetings will be confidential, informal and non-contractual.
- 1.21.5 These are the provisional dates for interactive meetings:<<or the [Consultant will confirm the specific dates for each meeting later].>>

Tender Inception Meeting	[Date]
Individual Meetings 1	[Date]
Individual Meetings 2	[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].

- 1.21.6 Meetings will be held at [location details]. <<All consultation meetings shall be held in a neutral venue, or the Waka Kotahi office. Meeting at a Tenderer selected location (e.g. their office or site compound) is expressly prohibited. >>. The Principal will involve technical and commercial advisers on an “as-required” basis at the interactive meetings. Limits may be placed on the number of tenderer’s representatives at all interactive meetings.
- 1.21.7 The Principal and their advisers will treat all information submitted and/or discussed in the interactive process as “Commercial in Confidence”.
- 1.21.8 Matters to be discussed between the Principal and tenderers during this interactive process shall include, but not be limited to:
- a) Understanding the ECI process;
  - b) The Tenderer’s proposals regarding their design process;
  - c) The Tenderer’s proposals regarding integration of the novated Consultant into the project team;
  - d) Compliance with the Principal’s Requirements for the Contract;
  - e) Work phasing, programming and contract period;
  - f) Tender Documentation;
  - g) Understanding of statutory procedures and land acquisition;
  - h) Consultation with third party project stakeholders;
  - i) Risk assessment associated with the Tenderers proposals.
- 1.21.9 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 tenderer’s design

## 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, Consultant(s) and the individuals designated by the tenderer to carry out aspects of the project.
- 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 having involvement 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 and Track Record in the Non-price Attributes section of their tender.

## 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* and any other legislation in so far as relates to the provision of the Contract Works.

## 1.25 Time for Completion

- 1.25.1 The early completion of this project is of utmost importance to the Principal.
- 1.25.2 Tenderers must demonstrate that they can quickly supply all resources necessary for the prompt completion of the Contract.

## 1.26 Probity

- 1.26.1 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

## 2 CONDITIONS OF TENDERING

The Conditions of Tendering are those included in NZS 3916: 2013 - Conditions of Contract for Building and Civil Engineering – Design and construct 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 that is 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:
  - a) That offers an end result outside the Scope of the Contract Works specified in the Tender Documents including any Notices to Tenderers and/or Supplementary Principal's Requirements issued during the tender period, and/or
  - b) With a tag which the Principal considers is unacceptable and which has not been removed following discussion with the tenderer during the tender evaluation process, and/or
  - c) That is significantly inconsistent with the Tender Documents.
- **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.
- **PRINCIPAL** means the New Zealand Transport Agency (Waka Kotahi ).
- **PRINCIPAL'S AGENT** 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.
- **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, Principal's Requirements, Drawings, Appendices and Additional Documents.

### 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 not] <<default>> required. <<Guidance note: this needs to link to Clause 102.2 under section 3 of this IFT>>

### **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 appropriate for carrying out any Contractor's design has been undertaken and to have satisfied itself as far as is practicable for an experienced contractor advised by an experienced designer to the extent appropriate for carrying out any Contractor's design 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 and 104.5*

**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.

### **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 [40-60] days 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 3 conforming tenders received) within 10 Working Days of acceptance of the successful tender.

### 3 SCHEDULE TO CONDITIONS OF TENDERING

The Schedule to Conditions of Tendering are those included in NZS 3916: 2013.

Clause numbers refer to Schedule to Conditions of Tendering clauses.

<b>Contract for:</b>	[Contract Number, Contract Name]
----------------------	----------------------------------

Clause in Conditions of Tendering	Title and subject matter	Specific condition data (Expand cells if required)
<b>102</b>	<b>Issue of documents</b>	
102.2	Is a Tender Documents deposit required?	Select yes or no
	If yes, the amount of the Tender Documents deposit shall be:	[\$300] <<Guidance note: leave blank if "no" selected>>
<b>103</b>	<b>Tenderers to inform themselves</b>	
103.1	Is an appointment required to view the Site?	Select yes or no
	If yes, the appointment details are:	[Address] [Date] [Time]
<b>105</b>	<b>Submission of tenders</b>	
105.1	Tenders shall close at:	Choose an item <<Guidance note: larger ECI tenders should close via the Waka Kotahi document share folder. Tender's secretary's are to provide tenderers with access to their respective folders.>> [Time] Tuesday, 23 September 2014 <<Guidance note: generally tender close is on a Tuesday or Thursday>>
	Tender submission:	Two electronic files (zipped 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 <b>50 MB</b> . 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 ( <a href="https://www.gets.govt.nz/SupplierUserTenderHelp.htm">https://www.gets.govt.nz/SupplierUserTenderHelp.htm</a> )
	Are electronic tenders acceptable?	Select yes or no
105.3 (c)	Is supplementary information required to be submitted with the tender?	Select yes or no As detailed below:



Clause <i>in Conditions of Tendering</i>	Title and subject matter	Specific condition data <i>(Expand cells if required)</i>
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 <i>(see 9.3.8, 9.3.9 &amp; 9.3.10 of the General Conditions)</i>
	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 <i>(see 9.3.11 of the General Conditions)</i>
	Is the percentage for processing of Variations required to be nominated in the tender?	Select Yes or No <i>(see 9.3.15 of the General Conditions)</i>
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 <i>(see 9.3.8, 9.3.9 &amp; 9.3.10 of the General Conditions)</i>  <<Guidance Note: where Clauses 105.7 and 105.3(e) above are used, the consultant is to ensure the percentage is tested against the Provisional Sum(s) included in the Schedule of Prices>>
<b>107 Tender evaluation</b>		
107.1	The tender evaluation method shall be:	PQM Special

## 4 NON-PRICE ATTRIBUTES

### 4.1 Attribute Submission and Weighting

4.1.1 The tenderer shall provide information on the nominated attributes selected from the Non-price Attributes listed below.

4.1.2 The tenderer shall provide sufficient relevant information for each attribute for the head contractor(s), proposed key Subcontractors and the Consultant(s). The information allows the Tender Evaluation Team (TET) to mark the attribute for each party as provided for in the table below.

TABLE 4.1: ATTRIBUTES		
ATTRIBUTE	ATTRIBUTE WEIGHTING ALLOCATED TO CONTRACTOR/SUBCONTRACTOR	ATTRIBUTE WEIGHTING ALLOCATED TO CONSULTANT
Relevant Experience	[5-10]	[5]
Track Record	[5-10]	[5]
Relevant Skills	[20-40]	[10-20]
Methodology	[25-40] Refer Note 1	

Note 1: The Contractor's Methodology statement is to address the proposed methodology to be adopted by the Consultant(s) for the Investigation, Project Development and Design works.

### 4.2 Contractor and Subcontractor Information

4.2.1 The submission for each attribute shall clearly distinguish the attributes of the Contractor, Subcontractor(s) and Consultant(s).

4.2.2 The methodology shall clearly define the role of each key Subcontractor and the role of the Contractor for each key part of the Contract Works including the management and monitoring of the health, safety and wellbeing of critical risks. The key parts of the Contract Works are:

- a) Investigations;
- b) Resource Management Planning;
- c) Preliminary Design;
- d) Project Development;
- e) Post-Lodgement Resource Management Planning;
- f) Specimen Design;
- g) Detailed Design;
- h) Construction;
- i) [others]

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

4.2.3 For the purposes of this Contract, key Subcontractors are defined as Subcontractors proposed to undertake greater than 5% of the Contract Works (by value).

## 4.3 Relevant Experience

4.3.1 The tenderer must provide details of **[five] projects** (**[three]** for the Contractor/subcontractors and **[two]** for the Consultant) that demonstrate the suitability of their experience and that of their Subcontractors and Consultant(s) to complete the Contract Works.

4.3.2 All the **projects** nominated by the tenderer must be the same as submitted for Track Record.  
<<Guidance Note: only include if Track Record is selected>>

4.3.3 All the **projects** nominated by the Consultant must be the same as submitted for Track Record.  
<<Guidance Note: only include if Track Record is selected>>

4.3.4 Should the tenderers 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

4.3.5 Tenderers shall provide the following details for each **project** nominated for Relevant Experience:

- a) 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).
- b) The Engineer's name, company, contact telephone number(s) and email address.

4.3.6 Consultants shall provide the following details for each **project** nominated for Relevant Experience and Track Record:

- a) Project name, location, and when the design was completed ("currency": when the work was carried out, or the % completed so far if still incomplete);
- b) The Client's representative name, company, contact telephone number(s) and email address.
- c) Value (professional services commission and corresponding physical works value) ("scale": the value of the work carried out, or the value of work completed so far if still under construction).

4.3.7 The tenderer must provide for each **factor** (as listed on the Relevant Experience Tender Evaluation Marking Form contained within Section **[8]** of this IFT) of each **project**, the following details:

### RELEVANCE

A description of the work carried out and its relevance to this tender

4.3.8 In addition, for each **factor** (as listed on the Relevant Experience Tender Evaluation Marking Form contained within Section **[8]** of this IFT) of each **project**, 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 Track Record

- 4.4.1 Tenderers must provide details of **[five]** projects (**[three]** for the Contractor/subcontractors and **[two]** for the Consultant.) under construction or completed. These details should demonstrate their Track Record and that of their Consultant(s) and key subcontractors.
- 4.4.2 Where a final PACE evaluation has been completed for a project, Tenderers shall submit the PACE form with their tender submission.
- 4.4.3 All the **projects** nominated by the tenderer must be the same as submitted for Relevant Experience.
- 4.4.4 All the **projects** nominated by the Consultant must be the same as submitted for Relevant Experience.
- 4.4.5 Contractors shall provide the following details for each **project** nominated for Track Record (any information provided for Relevant Experience does not have to 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.
- 4.4.6 Consultants shall provide the following details for each **project** nominated for Track Record (any information provided for Relevant Experience does not have to duplicated for Track Record):
- Project name, location, and when the design was completed;
  - The Client's representative name, company, contact telephone number(s) and email address.
  - Value (professional services commission and corresponding physical works value).
- 4.4.7 The tenderer shall supply names and current contact telephone numbers of two persons to act as referees for each project. 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.
- 4.4.8 The tenderer shall identify which of the nominated projects were completed as joint ventures, and the extent to which works were subcontracted. Tenderers shall identify the Joint Venture and Subcontractor partner(s) and the proportion and nature of the work undertaken by the Tenderer's company.

## 4.5 Relevant Skills

- 4.5.1 The tenderer must nominate personnel for each of the positions listed in the Relevant Skills Tender Evaluation Marking Forms contained within Section **[8]** of this IFT and summarise (in no more than half a page per person) the key relevant skills each will contribute in terms of their management experience, qualifications and training.
- <<Guidance Note: Consultant to provide key factors sort for each sub attribute factor listed on the marking form.>>**
- 4.5.2 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. Describe the communication links between the key parties (management team, site staff, subcontractors, Consultants, Principal etc.).
- 4.5.3 The tenderer must provide a statement of commitment for those key personnel that are currently working on other projects. Where these are Waka Kotahi projects, tenderers must provide confirmation of the release of the respective key personnel from their current project.



- 4.5.4 Attach a curriculum vitae (CV) for each of the tenderer's personnel nominated for evaluation as **key personnel** (as listed on the Relevant Skills Tender Evaluation Marking Forms contained within Section [8] of this IFT) (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.

## 4.6 Methodology

- 4.6.1 Tenderers must describe the methodology they will use to carry out the various Separable Portions, on time and to the standards and requirements specified in the Contract Documents, including how the novated Consultant will be utilised.
- 4.6.2 The methodology should highlight:
- a) any special features of the way the tenderer intends to work;
  - b) the tenderer's management of quality, including the compliance monitoring system to be used for each key part of the works;
    - Describe how you would foster a co-operative management approach to meet the objectives of the project;
    - Describe how you would ensure that the works are carried out in order to meet the Principal's requirements;
    - Identify how you would successfully manage compliance with the relevant statutory requirements under the Resource Management Act and other relevant environmental legislation, including the Emissions Trading Scheme deforestation obligations.
    - Describe how you would approach liaison with iwi, stakeholders, community and project neighbours to meet the Principal's requirements for communication and engagement;
  - c) how the tenderer will identify, evaluate, and manage the perceived risks, including risks to health and safety identified as part of the scope of work.
- 4.6.3 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.
- 4.6.4 In particular tenderers should consider the procurement process outlined in this document, and explain in their methodology how they see this being best utilised to ensure the Principal achieves its principle objective, [to urgently progress this project]. Other factors to be considered in the methodology submission are shown on the evaluation marking forms contained within Section [8] of this IFT.
- 4.6.5 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).
- 4.6.6 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>>:
- a) [Understanding of the Early Contractor Involvement delivery method
  - b) Negotiation of Separable Portions
  - c) Separable Portion 1: Investigation, Planning and Preliminary Design

- d) Separable Portion 2: Project Development, Post Lodgement Planning and Specimen Design
- e) Separable Portion 3: Detailed Design and Construction
- f) Management of Risk, including health and safety risks:
- g) Co-operative Work Environment: ]

## 5 TENDER INFORMATION SCHEDULE

### 5.1 General

5.1.1 Tenderers shall complete and include the following Tender Information Schedule in their tender.

### 5.2 Proposed Subcontractors

5.2.1 The tenderer must complete the following table about their proposed subcontractors.

TABLE 5.2: PROPOSED SUBCONTRACTORS	
PROPOSED SUBCONTRACTOR	TYPE AND EXTENT OF WORKS TO BE COMPLETED

### 5.3 Acknowledgement of Notices to Tenderers

5.3.1 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	

5.3.2 The tenderer must allow for the impact of changes resulting from the Notices in their Tender.

### 5.4 Declaration

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the Tender Documents. I/We understand that false information could result in my/our tender being rejected.

*I/We hereby undertake to notify the Principal immediately of any material changes of information and/or circumstances including changes of address, occurring at any time subsequent to the date of this tender.*

I/we hereby give consent to the Principal to discuss and verify the stated Relevant Experience and Track Record with all the parties associated with that Relevant Experience and Track Record.

*I/We hereby agree to waiver any claim to confidentiality in relation to the works and/or projects listed as Relevant Experience and Track Record in our tender, on the basis that the Principal will only use such information for the purposes of evaluating tenders for this contract.*

I/We hereby acknowledge that the Principal reserves the right to reject any or all tenders at any time without notice before entry into the contract. If the Principal rejects any or all tenders then no Tenderer shall have any claim for compensation or otherwise against the Principal.

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Position:</b>	

*This declaration must be signed by a Director or Authorised Representative in his/her own name and on behalf of the Tenderer.*

## 6 TENDER EVALUATION PROCEDURE

### 6.1 Overview

- 6.1.1 Tenders for this Contract will be evaluated based on non-price attributes using the Brooks Law Method as set out in the *Contract procedures manual* (SM021). This is a quality based supplier selection method as described in the *Procurement manual*.
- 6.1.2 Only tenderers prequalified to the specified level are eligible to submit a tender.
- 6.1.3 The tender with the highest total non-price attribute grade shall be the preferred tender.

### 6.2 Tender Evaluation Team

- 6.2.1 The Tender Evaluation Team (TET), formed to evaluate tenders, will be:

[Name]	[Position, Company] (Leader)
[Name]	[Position, Company] (Qualified)
[Name]	[Position, Company]

<<Guidance note: one member of the TET needs to be a Qualified Evaluator. This person does not necessarily have to be the TET leader>>

- 6.2.2 Tenderers shall be notified in writing of any changes to the TET.
- 6.2.3 The TET will be supported by expert advisors as required.
- 6.2.4 Tenderers who believe there is a conflict of interest with a member of the TET shall write to the probity auditor, outlining their concerns so that the appropriate action can be taken.

### 6.3 File 1: Non-price Attribute Evaluation

- 6.3.1 The TET will individually read the contents of each tender submission and evaluate and grade the Non-price Attributes using the headings in the Tender Evaluation Marking Forms in this IFT.
- 6.3.2 For the evaluation of Relevant Experience, [Track Record](#), 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.
- 6.3.3 [For the evaluation of the Tenderer's Resources attribute, they will take into account their personal views about the suitability of the Tenderer's resources to adequately carry out the work.](#)
- 6.3.4 For the evaluation of the Tenderer's Methodology attribute, the TET will take into account their personal views about best practice and the appropriate methodology to complete the Contract Works.

## 6.4 Interviews

- 6.4.1 Interviews with individual tenderers may be held during the tender evaluation period should any further clarification be required regarding the Tenderer's submission.

## 6.5 Agreement of Non-price Attribute Grades

- 6.5.1 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.
- 6.5.2 Assistance from expert 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 teams' attribute scores and decide the final attribute score.
- 6.5.3 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.

## 6.6 Non-price Attribute Evaluation Report

- 6.6.1 The TET will complete a non-price attribute evaluation report. The Principal will use this report in accepting and awarding the contract according to its contract administration procedures.
- 6.6.2 The report will include recommendations regarding the preferred tender, and any applicable terms or conditions relating to the tender acceptance.
- 6.6.3 If the Principal accepts the recommendation of the TET, it will seek pre-award discussions with the preferred Tenderer.

## 6.7 Preletting Meetings

- 6.7.1 Immediately following the completion of the tender evaluation, the Principal will commence negotiations with the preferred tenderer to agree the commercial terms and the timeframe for completion of Separable Portion 1.
- 6.7.2 If agreement cannot be reached with the preferred tenderer, then that tender shall be rejected, and the tenderer advised in writing. The Principal may then either:
- a) Commence negotiations with the next highest scoring Tenderer; or
  - b) Reject all tenders.
- 6.7.3 Once a tender has been rejected, the Principal will not subsequently award the Contract to that tenderer.

## 7 TENDER ACCEPTANCE AND DEBRIEFING

### 7.1 Tender Acceptance

- 7.1.1 Should there be delays in the award process the Principal will advise tenderers whether or not their tender is still being considered.
- 7.1.2 The Principal will write to the successful tenderer at the earliest opportunity to inform them that their tender has been accepted.
- 7.1.3 Where three or more Conforming Tenders are received, all tenderers will be advised of the following:
- a) Name of the successful tenderer;
  - b) The names of all tenderers; and
  - c) For each tenderer, their individual non-price attribute grades, and the range of non-price attribute grades of all tenderers
  - d) For each tenderer, their individual non-price attribute grades, and the range of non-price attribute grades of all tenderers; and
  - e) For each tenderer, their individual Supplier Quality Premium (SQP) and the range of SQPs
- 7.1.4 In the event that less than 3 conforming tenders are received, only the information described in clause 7.1.3, items a), b) and c) will be provided. In addition, each tenderer will be provided with their individual non-price attribute grades and SQP.

### 7.2 Tender Debriefing

- 7.2.1 Within two weeks of the Contract award, tenderers may request a meeting with the Waka Kotahi representatives 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.
- 7.2.2 Tenderers will be invited to provide their views on the tender process at the debrief meeting

## 8 TENDER EVALUATION MARKING FORMS

### 8.1 Tender Evaluation Marking Forms

- 8.1.1 The TET will use the following tender evaluation marking forms to evaluate each tenderer's non-price attribute submission. <<Guidance Note: Ensure attribute % weightings in Marking Forms are consistent with section [4] of the IFT>>



<<Marking form to be used for projects for Relevant Experience Contractor>>

RELEVANT EXPERIENCE CONTRACTOR (WEIGHTING [XX%])			FORM A	
Factors		Relevance [70%]	Currency [20%] (Years ago or % complete if under construction)	Scale [10%] (% of Estimate)
	<b>Weighting</b>	<ul style="list-style-type: none"> <li>35 or less: not related</li> <li>40, 45: barely related</li> <li>50, 55: related</li> <li>60, 65, 70: particularly related</li> <li>75, 80, 85: very related</li> <li>90, 95, 100: extremely related</li> </ul>	<ul style="list-style-type: none"> <li>35 or less: 5+ years or &lt; 50% complete</li> <li>40, 45: 4–5 years or 50-60% complete</li> <li>50, 55: 3-4 years or 60-70% complete</li> <li>60, 65, 70: 2-3 years or 70-80% complete</li> <li>75, 80, 85: 1-2 years or 80-90% complete</li> <li>90, 95, 100: 0-1 years or 90-99% complete</li> </ul>	<ul style="list-style-type: none"> <li>35 or less: &lt;35% of estimate</li> <li>40, 45: 5-50% of Estimate</li> <li>50, 55: 50-70% of Estimate</li> <li>60, 65, 70: 70-90% of Estimate</li> <li>75, 80, 85: 90-100% of Estimate</li> <li>90, 95, 100: &gt; or = Estimate</li> </ul>
Proactive contract management	[XX%]		<b>Note: Provide Summary Rating Only</b>	<b>Note: Provide Summary Rating Only</b>
Relationship contracting	[XX%]			
Earthworks & drainage	[XX%]			
Structures	[XX%]			
Pavement & surfacing	[XX%]			
Traffic management	[XX%]			
Maintenance Operations	[XX%]			
[Others]	[XX%]			
<b>Summary Rating</b>				
<b>Tenderer</b>		<b>Relevant Experience Contractor Rating</b>		
<p>&lt;&lt;Guidance Notes:</p> <ul style="list-style-type: none"> <li>Factors must align with those listed in section [4.3] (Relevant Experience) of the IFT.</li> <li>Generally the number of factors should be limited to 3-6 and be project specific</li> <li>Sub attribute weightings are the default, and may be amended as appropriate.</li> <li>Factor weightings may be entered as a %</li> <li>For major projects the period of currency may be extended without significant downgrading to their currency.&gt;&gt;</li> </ul>				
<b>Evaluator's Comments</b> (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 for Relevant Experience Consultant>>

RELEVANT EXPERIENCE CONSULTANT (WEIGHTING [XX%])			FORM A
Factors		Relevance [70%]	Currency [20%] (Years ago or % complete if under construction)
Weighting		<ul style="list-style-type: none"> <li>35 or less: not related</li> <li>40, 45: barely related</li> <li>50, 55: related</li> <li>60, 65, 70: particularly related</li> <li>75, 80, 85: very related</li> <li>90, 95, 100: extremely related</li> </ul>	<ul style="list-style-type: none"> <li>35 or less: 5+ years or &lt; 50% complete</li> <li>40, 45: 4-5 years or 50-60% complete</li> <li>50, 55: 3-4 years or 60-70% complete</li> <li>60, 65, 70: 2-3 years or 70-80% complete</li> <li>75, 80, 85: 1-2 years or 80-90% complete</li> <li>90, 95, 100: 0-1 years or 90-99% complete</li> </ul>
		Scale [10%] (% of Estimate)	<ul style="list-style-type: none"> <li>35 or less: &lt;35% of estimate</li> <li>40, 45: 5-50% of Estimate</li> <li>50, 55: 50-70% of Estimate</li> <li>60, 65, 70: 70-90% of Estimate</li> <li>75, 80, 85: 90-100% of Estimate</li> <li>90, 95, 100: &gt; or = Estimate</li> </ul>
Proactive contract management	[XX%]		<p><b>Note: Provide Summary Rating Only</b></p>
Relationship contracting	[XX%]		
Stakeholder management	[XX%]		
Planning & consultation	[XX%]		
Design	[XX%]		
[Others]	[XX%]		
<b>Summary Rating</b>			
<b>Tenderer</b>		<b>Relevant Experience Consultant Rating</b>	
<p>&lt;&lt;Guidance Notes:</p> <ul style="list-style-type: none"> <li>Factors must align with those listed in section [4.3] (Relevant Experience) of the IFT.</li> <li>Generally the number of factors should be limited to 3-6 and be project specific</li> <li>Sub attribute weightings are the default, and may be amended as appropriate.</li> <li>Factor weightings may be entered as a %</li> <li>For major projects the period of currency may be extended without significant downgrading to their currency.&gt;&gt;</li> </ul>			
<b>Evaluator's Comments</b> (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 CONTRACTOR (WEIGHTING <b>XX</b> %)		FORM B	
<b>PROJECT</b>		<b>PERFORMANCE (100%)</b>	
		<ul style="list-style-type: none"> <li>• ≤35%: Unsatisfactory</li> <li>• 36% to 49%: Needs improvement</li> <li>• 50% to 59%: Acceptable</li> <li>• 60% to 70%: Requirements fully met</li> <li>• 71% to 85%: Exceeds requirements</li> <li>• 86% to 100%: Superlative</li> </ul>	
<b>Summary Rating</b>			
<b>Tenderer</b>		<b>Track Record Contractor Rating</b>	
<b>&lt;&lt;Guidance Notes:</b>			
<ul style="list-style-type: none"> <li>• Track record weightings to be inserted by document preparer.&gt;&gt;</li> </ul>			
<b>Evaluator's Comments</b> (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>			

TRACK RECORD CONSULTANT (WEIGHTING [XX] %)		FORM B	
<b>PROJECT</b>		<b>PERFORMANCE (100%)</b>	
		<ul style="list-style-type: none"> <li>• ≤35%: Unsatisfactory</li> <li>• 36% to 49%: Needs improvement</li> <li>• 50% to 59%: Acceptable</li> <li>• 60% to 70%: Requirements fully met</li> <li>• 71% to 85%: Exceeds requirements</li> <li>• 86% to 100%: Superlative</li> </ul>	
<b>Summary Rating</b>			
<b>Tenderer</b>		<b>Track Record Consultant Rating</b>	
<b>&lt;&lt;Guidance Notes:</b>			
<ul style="list-style-type: none"> <li>• Track record weightings to be inserted by document preparer.&gt;&gt;</li> </ul>			
<b>Evaluator's Comments</b> (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 CONTRACTOR (WEIGHTING [XX%])		FORM C
KEY PERSONNEL		PRACTICAL EXPERIENCE [70%]
		QUALIFICATIONS AND TRAINING [30%] (Formal Qualifications & Training)
	<b>Weighting</b>	<ul style="list-style-type: none"> <li>• 35 or less: Poor</li> <li>• 40, 45: Below Average</li> <li>• 50, 55: Average</li> <li>• 60, 65, 70: Above Average</li> <li>• 75, 80, 85: Good</li> <li>• 90, 95, 100: Excellent</li> </ul>
		<ul style="list-style-type: none"> <li>• 35 or less: Barely adequate</li> <li>• 40, 45: Adequate</li> <li>• 50, 55: Meets requirements</li> <li>• 60, 65, 70: Related</li> <li>• 75, 80, 85: Very Related</li> <li>• 90, 95, 100: Directly Applicable</li> </ul>
Contractors Representative (as NZS3910, Clause 5.2)	[XX%]	
Design Coordinator	[XX%]	
Earthworks & Drainage Personnel	[XX%]	
Structures Personnel	[XX%]	
Pavement & Surfacing Personnel	[XX%]	
Traffic Management Personnel	[XX%]	
[Others]	[XX%]	
<b>Summary Rating</b>		

Tenderer	Relevant Skills Contractor Rating
<p>&lt;&lt;Guidance Notes:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Sub attribute weightings are the default, and may be amended as appropriate</li> <li>• Factor weightings may be entered as a %. If left blank, the contractor can assume all factors have the same weighting.&gt;&gt;</li> </ul>	
<p><b>Evaluator's Comments</b> (Continue on Separate Sheet if Necessary)</p> <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>&lt;&lt;Guidance note: for each role, a description of the key responsibilities should be provided, together with the qualifications and minimum number of years' experience &gt;&gt;</p>	

RELEVANT SKILLS CONSULTANT (WEIGHTING [XX%])			FORM C
KEY PERSONNEL		PRACTICAL EXPERIENCE [70%]	QUALIFICATIONS AND TRAINING [30%] (Formal Qualifications & Training)
	<b>Weighting</b>	<ul style="list-style-type: none"> <li>• 35 or less: Poor</li> <li>• 40, 45: Below Average</li> <li>• 50, 55: Average</li> <li>• 60, 65, 70: Above Average</li> <li>• 75, 80, 85: Good</li> <li>• 90, 95, 100: Excellent</li> </ul>	<ul style="list-style-type: none"> <li>• 35 or less: Barely adequate</li> <li>• 40, 45: Adequate</li> <li>• 50, 55: Meets requirements</li> <li>• 60, 65, 70: Related</li> <li>• 75, 80, 85: Very Related</li> <li>• 90, 95, 100: Directly Applicable</li> </ul>
Design Manager	[XX%]		
Stakeholder Management Personnel	[XX%]		
Planning & Consultation Personnel	[XX%]		
Geotechnical Designer	[XX%]		
Structural Designer	[XX%]		
Pavement & Surfacing Designer	[XX%]		
[Others]	[XX%]		
<b>Summary Rating</b>			

Tenderer	Relevant Skills Consultant Rating
<p>&lt;&lt;Guidance Notes:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Sub attribute weightings are the default, and may be amended as appropriate</li> <li>• Factor weightings may be entered as a %. If left blank, the contractor can assume all factors have the same weighting.&gt;&gt;</li> </ul>	
<p><b>Evaluator's Comments</b> (Continue on Separate Sheet if Necessary)</p> <p>TET Note: Relevant Skills relates to individuals, not the company, and should include relevant skills of key subconsultants if the positions listed are to be filled by subconsultants.</p> <p>&lt;&lt;Guidance note: for each role, a description of the key responsibilities should be provided, together with the qualifications and minimum number of years' experience &gt;&gt;</p>	

METHODOLOGY (WEIGHTING [XX%])		FORM E
FACTOR		STANDARD (100%)
	<b>Weighting</b>	<ul style="list-style-type: none"> <li>• 35 or less: Poor</li> <li>• 40, 45: Below Average</li> <li>• 50, 55: Average</li> <li>• 60, 65, 70: Above Average</li> <li>• 75, 80, 85: Good</li> <li>• 90, 95, 100: Excellent</li> </ul>
Understanding of the Early Contractor Involvement delivery method	[XX%]	
Negotiation of Separable Portions	[XX%]	
Separable Portion 1: Investigation, Planning and Preliminary Design	[XX%]	
Separable Portion 2: Project Development, Post Lodgement Planning and Specimen Design	[XX%]	
Separable Portion 3: Detailed Design and Construction	[XX%]	
Management of Risk	[XX%]	
Co-operative Work Environment	[XX%]	
[Others]	[XX%]	
<b>Summary Rating</b>		
<b>Tenderer</b>		<b>Methodology Rating</b>
<p>&lt;&lt;Guidance Notes:</p> <ul style="list-style-type: none"> <li>• Above are examples only. The Consultant is to nominate factors relevant to their project.</li> <li>• Generally the key factors should be limited to <b>5-8</b> and be project specific</li> <li>• Factor weightings may be entered as a %&gt;&gt;</li> </ul>		
<b>Evaluator's Comments</b> (Continue on Separate Sheet if Necessary)		
<p>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.</p>		