

<<This page is to be deleted prior to documents being finalised for tender.>>

Guidance notes

This document is the template for NZTA's request for tender (design and construction works). The purpose of the template is to provide consistency throughout NZTA's operations.

Format:

- **Black:** Black text is mandatory and may not be changed without prior approval by the NZTA Project Manager, who will consult with the relevant NZTA staff on all changes made including the NZTA Procurement team and the NZTA Legal team.
- **Red:** Red text is used for data which requires fields to be updated or at least considered for each contract. Text can be used as is (if options are selected), modified or replaced. All red text adjustments must have the NZTA 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 are guidance notes. Guidance notes must be deleted prior to tender document release.
- **Green** highlight shows key updates in this version of the document.

For any questions or assistance with preparing this template contract, contact the NZTA Procurement team, procurement@nzta.govt.nz

Document Quality Record

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1 Key Information for Tenderers

1.1 Definitions

1.1.1 Tenderers are advised to read the Contract for the defined terms. RFT

1.2 Programme

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

1.3 Description of the Contract Works

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

1.3.2 Contract scope is defined in section [2.1] of the Principal's Requirements document.

1.4 Basis of Contract

1.4.1 This Contract is to be awarded on a design and construct basis. This means the Contractor will take full responsibility for the carrying out of the Contractor's design and the Contract Works.

1.4.2 These contracts are used where there is potential for the Contractor, working in conjunction with their Designer, to provide innovation and enhanced value for NZ Transport Agency. Although the Contractor is taking more responsibility and a greater share of the risk in areas such as work quantum, design performance, physical conditions on the site, and product performance, the Contractor also has a much greater ability to influence and manage the work and thereby manage the risks.

1.5 NZTA's Expectations

1.5.1 NZTA is seeking tenderers who will:

- a) Promote NZTA'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 NZTA's customer values which collectively include:
 - Safe System approach;
 - Efficient and reliable journeys;
 - Social and environmental responsibility;
 - Identify and include **Economic benefit to New Zealand** to be met by the project;
 - Align with Step Change focus;
 - Speed and efficiency of project delivery; and
 - Positive health, safety and wellbeing strategy, 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 Contract Works to be achieved;
- f) Develop and implement design, work methods and/or materials that result in quality, performance and an optimal asset whole of life cycle;
- g) Commit to a co-operative approach to the Contract through a partnering process;

- h) Provide contract quality assurance that will lead to a high level of confidence that required outcomes will be met;
- i) 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).
- j) Develop and implement a works method associated with traffic risk controls that maximise safety and minimise disruption.
- k) << Guidance note: Other as maybe specifically applicable to the contract but would need clearance from the NZTA 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 NZTA staff (including commercial and legal). For examples of risk allocation tables, please contact the Procurement Team.>>

1.6.1 NZTA 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 1.5: Risk Allocation Table

1.6.2 Tenderers are encouraged to advise NZTA 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 NZTA 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 NZTA 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 NZTA, following the procedure in section [1.8] of this RFT as soon as possible.

1.7.4 NZTA requires conforming tenders for this Contract. Tenderers shall ensure that their tenders meet all the requirements of the Tender Documents.

1.7.5 If the tenderer specifies Subcontractors in the Tender Documents other than those named in the Registration of Interest (ROI) their tender may be deemed Non-Conforming. **<<Guidance note: only include clause if ROI (shortlisting) process has been used>>**

1.7.6 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 and RFT Data

1.8.1 The following table summarises the key features of the Contract and this RFT. 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
Contract Price	Lump Sum	Design & Construction Contract Schedule 1, 2.1.1
Supplier selection method	Prequalification, PQM	RFT Section [3 & 9]
Contract	Design and Construction Contract (October 2025)	Design & Construction Contract General Conditions
Contract Period	[xxx] Working Days <<or>> To be nominated by tenderer, but not greater than [XX] Working Days	Design & Construction Contract Schedule 1, 10.2.1
Liquidated Damages	[\$X.XX] per Working Day	Design & Construction Contract Schedule 1, 10.5.1
Defects Notification Period	[24] Months	Design & Construction Contract Schedule 1, 11.1
Cost fluctuations	[Do not Apply/Apply] << Guidance Note: "Apply" if contract includes bitumen supply or if contract period exceeds 12 months>>	Design & Construction Contract Schedule 1, 12.8
Closing date for tender queries	[8] days prior to tender close	RFT Section [1.8]
Tenders close	[Time, day, date, month year]	RFT Section [3]

Table 1.7: Key Contract Data

Description	Key Contract Data	Document Reference
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>>]	RFT Section [1.25]
Site Visit	[Date to be advised]	RFT Section [1.25]
Submission of developing Preliminary Conceptual Design proposals & agenda for Interactive Meeting(s)	[5] Working Days prior to each Interactive Meeting	RFT Section [1.15]
Interactive tendering meetings	[Date(s) to be advised]	RFT Section [1.25]
Receipt of Supplementary Geotechnical Investigation requests	Not later than [date] [<<Guidance Note: approx. 10 Working Days after date of issue of RFT>>]	RFT Section [1.18]
Submission of Departure Report	Not later than [date] [<<Guidance Note: approx. 40-50 Working Days after date of issue of RFT>>]	RFT Section [5.1.4]
Commencement of the Stage 2 Safe System Audit	Not later than [date] [<<Guidance Note: approx. 30-40 Working Days prior to tender close>>]	RFT Section [1.25]
NZTA to issue Supplementary Requirements	Not later than [date]<<Guidance Note: approx. 25 Working Days prior to Date tenders close>>	RFT Section [1.22]
Referral of Safe System Audit issues to NZTA	Not later than [date] [<<Guidance Note: approx. 20-30 Working Days prior to tender close>>]	RFT Section [1.245]
Receipt of Certificate 'A'	Not later than [date] [<<Guidance Note: approx. 15-20 Working Days prior to tender close>>]	RFT Section [1.21]
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 NZTA obtaining the necessary approvals to award the Contract. NZTA may delay awarding this Contract if it is unable to achieve these within the tender period. <<Guidance Note: Only include if there are outstanding approval issues during the tender period.>>	
1.8.3	<<<Guidance note: insert clauses 1.7.4 and 1.7.5 for contracts that fall under the NZTA PAI policy>>>	
1.8.4	NZTA has arranged for <u>Principal Arranged Insurance (PAI)</u> for the Contract Works and Public Liability insurances for this Contract.	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 NZTA Nominated Person. Tenderers must not directly or indirectly approach any representative of NZTA, or any other person, to solicit information concerning any aspect of the RFT. Only NZTA's Nominated Person, and any authorised person of NZTA, are authorised to communicate with tenderers regarding any aspect of the RFT. NZTA 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 NZTA 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 NZTA Nominated Person and the Tenderer's Nominated Person must be in writing. Communications, including tenderer's queries, must be clearly labelled with NZTA's assigned contract number and name, addressed to the NZTA Nominated Person, and be submitted through the GETS Q&A portal. The NZTA Nominated Person is << Guidance Note: Give the name of the NZTA Nominated Person>>

1.9.4 Tenderer's enquiries shall be raised with the NZTA Nominated Person as soon as possible but not later than [eight] Working Days before the tender closing date.. Where NZTA considers it necessary and/or appropriate, they will endeavour to respond to all queries within [10] days of receiving them.

1.9.5 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 (if appropriate) subsequently be annexed to, and form part of, the Contract Documents. All tenderers shall acknowledge receipt of each Notice to Tenderers, through GETS, to the NZTA Nominated Person and also confirm receipt of each Notice to Tenderers in the tender submission.

1.9.6 Telephone communications shall be permitted between the NZTA 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”

1.10.1 Where a tenderer's communication includes commercially sensitive information the tenderer can request, and upon agreement with NZTA, 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 (NTST); and
- Communications that are "Commercial in Confidence" must be clearly marked "Commercial in Confidence".

1.10.3 NZTA will respect "Commercial in Confidence" communications. However where a significant event arises, which in NZTA's opinion threatens to frustrate or end the tender and/or Contract process, NZTA reserves the right to inform all tenderers by 'Notice to Tenderer' or to terminate the tender process. If NZTA 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, NZTA 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 NZTA 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 NZTA 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 NZTA, in advance to preparing their tender. In such circumstances the tenderer may be required to disclose to NZTA 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 NZTA 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.

1.11.7 NZTA 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 Similarly, NZTA 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 NZTA, creates an unfair advantage or impropriety in the tender process.

1.11.9 BZTA 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 NZTA , creates an unfair advantage or impropriety in the tender process.

1.12 Tender Tag and Clarification Statement

1.12.1 NZTA'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.

1.12.2 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.

1.12.3 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 NZTA.

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 NZTA's discretion;
- does not take precedence over the requirements of this Tender Document; and
- is of no effect unless expressly recognised in writing by NZTA.

1.12.6 NZTA is not required to accept any tag or clarification. Tenderers may be required to modify or remove any or all tags or clarifications at NZTA' 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 NZTA may, at its discretion, assign a premium to any tender in the tender evaluation process in respect of an accepted tag or clarification that NZTA considers to alter 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 NZTA warrants the accuracy relative to the control for the topographical survey undertaken in accordance with the NZTA Minimum Standard Z/16 Survey Specification and as stated in the Survey Report [title of appropriate survey report] dated [insert date].

1.13.3 Tenderers shall satisfy themselves as to the completeness and currency of the topographical survey information for purposes of developing their Conceptual Designs.

1.13.4 The aerial photography provided to tenderers was flown on [Date].

1.14 Supplementary Site Investigations

1.14.1 Tenderers requiring further survey information may request supplementary survey investigations as described below, or may be permitted to complete their own survey of selected areas.
<<Guidance Note: The initial geotechnical programme and topographical survey should be comprehensive and meet the anticipated tenderers requirements>>

1.14.2 A supplementary site investigation contract has been organised by NZTA. The investigation contractor, [Name], is available to carry out supplementary investigations during the tender period to provide additional information for tenderers.

1.14.3 Tenderers are required to submit to NZTA in writing their requested work scope for supplementary Site investigation no later than the date shown on the tendering timetable in section [1.8] of this RFT. The tenderer shall include with their requested work scope justification for each investigation required. The requests will be coordinated by NZTA 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, NZTA reserves the right to modify an individual tenderer's requested work scope.

1.14.4 NZTA will supervise the investigation programme, but tenderers are welcome, as far as practicable, to observe elements of the investigation.

1.14.5 Tenderers will be supplied with all factual information resulting from the supplementary site investigation.

1.14.6 NZTA will meet the cost of the supplementary investigation contract(s).

1.14.7 Tenderers may carry out further independent investigations and testing at their own expense but shall co-ordinate their field work with NZTA. 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.

1.14.8 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 Conceptual Design(s) and tender(s).

1.14.9 In submitting their tender, tenderers shall be deemed to have allowed for any further site investigations that may be required to complete the Contractor's design.

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
Request for Tender	PDF
Tender Form and Tender Information Schedule	Word
Other Tender Documents	PDF
Design and Construction Contract	PDF
Principal's Requirements	PDF

Basis of Payment	PDF
1.15.2 Electronic copies of the following documentation have been appended to the GETS advertisement:	
<<Guidance Note: Supporting Information is to be made available via GETS, which can handle documents up to 50mb. If a document is larger than 50mb, and unable to be split, then a Sharepoint access will need to be made available for the Tenderer's Nominated Person.>>	
Additional Documents	Format
Specimen design Drawings	CAD
Other Principal Supplied Drawings	CAD
Survey digital terrain model	MX
Other – list	
Documentation listed in section [1.24]	PDF

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

1.16 Specimen Design

1.16.1 A specimen design for the project has been prepared by NZTA and issued to tenderers in **[document location reference]** for information only.

1.16.2 The specimen design has been prepared to various levels of completion and does not form a complete design of the Contract Works required by the Contract, with the exception of the pavement and surfacing refer **[1.15.3]**. It has been prepared on behalf of NZTA to help promote the scheme, to support NZTA's applications for Statutory Approvals, and to ascertain the land requirements.

1.16.3 A full detailed design of the pavement and surfacing has been prepared and issued to tenderers in **[document location reference]**. This forms part of the Contract Works.

1.16.4 The specimen design does not provide a design that meets the requirements of the Tender Documents and in particular the Principal's Requirements. As the specimen design is not complete it is likely to contain a number of errors and omissions. It has not been subject to all the design, design check, and safety check requirements, amongst other things, of the Principal's Requirements.

1.16.5 The specimen design has been subjected to a **Safe System Audit**. The Audit Report, **[and the Principal's response to the Audit Report, is/are]** included in the additional documents issued as part of the Tender Documents.

1.16.6 **Tenderers are required to clear all necessary constraints when submitting a Conceptual Design based on the specimen design**

1.16.7 NZTA gives no guarantee to tenderers that the specimen design achieves fitness for purpose, whether in whole or in part. NZTA shall not be held to owe any duty of care towards any tenderer in connection with anything contained within the specimen design or in any other information NZTA supplies specifically relating to it.

1.16.8 A tenderer may use any part of the specimen design within their Conceptual Design. If they do, the tenderer shall be deemed to be satisfied with the sufficiency and adequacy of the part of the specimen design they propose using. The tenderer shall be deemed to be satisfied that the Conceptual Design will be capable of being developed to meet all the requirements of the Contract, in particular the Principal's Requirements. All risks associated with the use of any part of the specimen design within the Conceptual Design rests with tenderers and the Contractor.

1.17 Tenderer's Preliminary Conceptual Design

- 1.17.1 Tenderers shall complete Certificate 'A' - "Tenderer's Preliminary Conceptual Design Proposals", (see section [6] of this RFT) for all design proposals, and issue to NZTA no later than the date specified in section [1.7] of this RFT. Any Tender that includes a Conceptual Design and/or departure from standards which the Tender Evaluation Team (TET) at their sole discretion consider to be at significantly at variance with Certificate 'A' shall be deemed a Non-Conforming Tender.
- 1.17.2 Within [5] days of receipt of this certificate NZTA will provide a response noting any possible non-compliances, requirements for further Departures, or general concerns relating to the viability of the tenderer's preliminary Conceptual Design proposals. Such a response will be provided on an information only basis and shall not be considered a full and thorough review of the tenderer's preliminary Conceptual Design proposals.

1.18 Revisions to Principal's Requirements

- 1.18.1 Where design concepts are not catered for in the Principal's Requirements, and the tenderer's concept is technically acceptable to NZTA, NZTA shall issue tenderer(s), in writing, a schedule of supplementary requirements for incorporation into their Conceptual Design proposal.
- 1.18.2 NZTA encourages tenderer's to consider design concepts and solutions regardless of whether they have been considered by NZTA and catered for in the Specifications within the Principal's Requirements document. Where they are not catered for in the Principal's Requirements, and the tenderer's concept is technically acceptable to NZTA, revised Principal's Requirements will be issued.
- 1.18.3 As early as is practicable in the tender period, the tenderer shall identify any design, performance, and/or maintenance criteria relevant to the tenderer's developing Conceptual Design that is considered to be inadequately defined in the Tender Documents and for which the Principal may wish to consider issuing Supplementary Requirements.
- 1.18.4 Not later than the date specified in section [1.7] of this RFT NZTA shall issue to each tenderer in writing a schedule of supplementary requirements for their Conceptual Design proposal. Tenderers shall take the schedule of supplementary requirements into account in their tenders. Where tenderers' proposals do not involve any supplementary requirements, NZTA will issue tenderers with a schedule of supplementary requirements stating this.

1.19 Conceptual Design

- 1.19.1 To the extent that the Tender Documents require tenderers to provide a design (the Conceptual Design) for parts of the Contract Works, Tenderers shall meet the requirements of the consultation process outlined in section [1.22] of this RFT.
- 1.19.2 Even where NZTA has not raised any objections to the tenderer's Conceptual Design proposals during the tender and tender evaluation processes, the responsibility for the Conceptual Design remains with the tenderer and Contractor.
- 1.19.3 Tenderers are deemed to have satisfied themselves that the Site and ground conditions are adequate for the Conceptual Design. The Contractor shall bear the associated risks in carrying out the subsequent Contractor's design and Contract Works.
- 1.19.4 The Principal's Requirements document is provided as part of the Tender Documents and describes NZTA's general and contract specific requirements that the Contractor's design must meet.
- 1.19.5 As described above in section [1.16] of this RFT, when NZTA issues supplementary requirements (if any) for a tenderer's Conceptual Design proposals, they shall be deemed to be included in the Principal's Requirements from that time and will form part of the Contract.
- 1.19.6 The Conceptual Design shall comply with the Principal's Requirements.

- 1.19.7 NZTA does not require design check certification on the tendered Conceptual Design, at the time of tender. However, design check certification will be required during construction, as detailed in the Principal's Requirements.
- 1.19.8 All aspects of the Contractor's design shall: be developed from and be consistent with the Conceptual Design; or comply with the Principal's Requirements, whichever requires the higher standard
- 1.19.9 The tenderer shall submit information relating to the Conceptual Design as outlined in section [7] of this RFT.
- 1.19.10 Where a particular aspect or element of the Conceptual Design is based on a number of design or performance criterion, the tenderer shall avoid selecting minimum or near minimum standard for two or more of these criterion, where the combination would result in a reduced overall outcome or performance. If the tenderer considers this is unavoidable, they shall notify NZTA in writing as soon as possible. The tenderer must include sufficient detail for NZTA to evaluate the situation.

1.20 Conceptual Design and Check Certificates

- 1.20.1 Tenderers are required to complete the design certification process (sections [8.14 to 8.15] of this RFT).
- 1.20.2 NZTA requires design checks of the tenderer's Conceptual Design only for those parts of the works that are categorised as design check Category 1 in the table in section [8.2.2] of the Principal's Requirements. For tendering purposes a design check Category 3 for these parts in the tenderer's submission will be acceptable.

1.21 Safe System Audits

- 1.21.1 The reports from safety audits undertaken during preceding phases of the project that are relevant to this Contract are included with the additional documents issued as part of these Tender Documents. NZTA's response to the issues raised in these reports is also provided with the additional documents.

<<Guidance Note: The Design and Construct tender process requires that the specimen design, and where possible, the Principal's Requirements, are subjected to a Safe System Audit (SSA) prior to commencement of tender. The process also requires that all serious or significant issues raised in the SSA are either resolved through a revised specimen design, or that a NZTA decision on the required safety standard has been made and provided to tenderers>>

- 1.21.2 Tenderer's shall accommodate NZTA's **Safe System Audit (SSA)** on their Conceptual Design and shall ensure that their tender meets the requirements of the audit reporting process.
- 1.21.3 The SSA will be conducted in accordance with the provisions of the NZTA [Safe System audit \(SSA\) procedures for transport projects](#).
- 1.21.4 The SSA Team will be:

Pre-Contract Safe System Audit Team	
[Name]	[Employer] (Leader)
[Name]	[Employer]
[Name]	[Employer]

<<Guidance Note: The SSA Team must consist of at least three people. An independent representative and the leader shall be determined by the Principal's Adviser, in consultation with NZTA. A NZTA representative may be a staff member of NZTA, preferably the NZTA Regional

**Traffic & Safety Engineer, or an independent auditor, but must not be the Audit Team Leader.
Additional expert members may be included as required.>>**

- 1.21.5 Tenderers shall be notified in writing of any changes to the SSA team.
- 1.21.6 Tenderers who believe that there is a conflict of interest, with a member of the SSA team shall write to the Probity Auditor, outlining their concerns so that the appropriate action can be taken.
- 1.21.7 During the tender period, NZTA will meet the costs of the SSA team and provide a venue for audit meetings.
- 1.21.8 The tenderer shall nominate a SSA Liaison Officer who shall co-ordinate all contact between the tenderer their Designers, and the SSA team.
- 1.21.9 **The tenderer may be permitted to brief the SSA team prior to the audit as to what it sees as the key safety issues and how they are addressed in the Conceptual Design.**
- 1.21.10 The SSA team shall submit its audit report to the tenderer with a copy to NZTA.
- 1.21.11 Each tenderer shall be entitled to a [2] hour meeting with the SSA team, following receipt of the audit report. The purpose of this meeting is to clarify the findings of the SSA team. Further meetings shall be at the discretion of NZTA.
- 1.21.12 The tenderer may, at its discretion, revise its Conceptual Design to accommodate the audit recommendations and resubmit the revised Conceptual Design to the SSA team for further audit. The SSA team shall review and revise its audit report, or issue an addendum to the audit report, to cover the revised Conceptual Design. The SSA team shall resubmit its revised audit report to the tenderer with a copy to the Principal's Adviser.
- 1.21.13 Tenderers should refer all “serious” and “significant” ranked issues raised in the audit report with which they disagree to NZTA not later than the date detailed in Section **[1.6]** of this RFT. NZTA will provide a response to all such issues referred to them before this date prior to the close of tenders.
- 1.21.14 The tenderer shall submit the following with each tender:
 - i) a completed Stage 2 SSA certificate, using the form in section **[8.16]** of this RFT;
 - ii) a copy of the audit report including any addendum;
 - iii) the tenderer’s response to every issue raised in the SSA report with a “serious” or “significant” ranking. The response shall detail:
 - acceptance of audit recommendations, clearly stating what actions shall be taken to address the concerns in the detailed design; or
 - information on a Conceptual Design subsequently developed and accepted by the SSA team, including written confirmation from the SSA team; or
 - where the SSA team issues are considered beyond the scope of the contract including written NZTA acceptance of this; or
 - any disagreement with the SSA team issues, giving reasons why and clarifications received from NZTA on the required safety standard.
- 1.21.15 The requirements that tenderers must meet for SSAs during the contract are described in the Principal's Requirements.

1.22 Maintenance Operation Audit

1.22.1 The Contractor will be required to have independent Maintenance Operation Audits carried out on the design and on the completed works. Intention being to ensure that maintenance and operations of the road are optimised over the whole life of the asset.

1.23 Statutory Approvals

1.23.1 The existing Statutory Approvals obtained in accordance with the Resource Management Act 1991, Building Act 2004, Archaeological Authorities and the Historic Place Act that relate to this Contract are included in Appendix [I] to the Principal's Requirements. The tenderer is responsible for ensuring that their tender(s) including their Conceptual Design(s) meet all relevant provisions of these Statutory Approvals.

1.23.2 The Tenderer is responsible for ensuring that their tender including their Conceptual Design meets all Statutory Approval conditions unless the tenderer has an approved departure in relation to any of these Statutory Approvals, in which the provisions of section [5] of this RFT shall apply.

1.23.3 The environmental assessment reports relating to the Statutory Approvals are available to tenderers for viewing by contacting the Principals Adviser using the procedure set out in section [1.8] of this RFT.

1.23.4 The Tenderer's attention is drawn to clauses [insert reference] of the Principal's Requirements regarding protocol and monitoring requirements about cultural and heritage effects.

1.24 Compliance with Third Party Requirements

1.24.1 Tenderers shall consult with the parties identified in section [8.10] of the Principal's Requirements. They shall satisfy themselves, before submitting their tender, that their Conceptual Design can be developed for construction having fully considered all issues raised by the parties identified in section [8.10] of the Principal's Requirements. In their submission tenderers must provide evidence of such consultation by completing the consultation certificate included in section [8.15] of this RFT. **<<Guidance Note: if the requirements for consultation during the tender are different than those during the contract, then remove the reference to the Principal's Requirements insert here a list of parties to be consulted, and amend the first and second sentences above to suit >>**

1.24.2 Tenders for which consultation with the above noted parties has not been completed will only be accepted where NZTA's written agreement has been obtained prior to the close of tenders. Such agreement will only be provided where NZTA deems the impact of the tenderer's Conceptual Design on the third party with which the tenderer proposes not to consult, is no different to the impact of the specimen design that formed the basis of earlier consultation with the third party.

1.24.3 Consultation meetings between tenderers and third parties shall be arranged by NZTA who shall advise tenderers of the venue for each meeting(s). All meetings shall be attended by the tenderer, tenderer's Designer, NZTA and others as required.

1.24.4 A tender that includes a qualification relating to any assumed compliance with the requirements of any third party, whether or not identified in section [8.10] of the Principal's Requirements, may be considered a Non-Conforming Tender.

1.25 Additional Project Information

1.25.1 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 NZTA 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. NZTA 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 NZTA at their own risk.

1.25.2 Electronic copies of the following information can be viewed on GETS. <<Guidance Note: Supporting Information is to be made available via GETS, which can handle documents up to 50mb. If a document is larger than 50mb, and unable to be split, then a Sharepoint access will need to be made available for the Tenderer's Nominated Person.>>. The NZTA Nominated Person shall be contacted to request access, following the procedures in section [1.9] of this RFT:

- Scheme Assessment Report
- Detailed Business Case
- Design Report
- Geotechnical Factual Report
- Geotechnical Interpretative Report
- An outline of the Statutory Approval conditions and requirements
- An outline of any Emissions Trading Scheme deforestation compliance requirements.
- Cost Estimate and Activity Risk File
- [Other]

1.26 Sustainability Rating Scheme

<<Guidance note: NZTA policy is that the Infrastructure Sustainability Council (ISC) Sustainability Rating Scheme is used on projects greater than \$500m. Departures from this policy must be approved. If not, delete section 1.26 and section 7.7 and replace with "Not used.">>

1.26.1 The Infrastructure Sustainability Council (ISC) is an international sustainability rating scheme used to assess the sustainability performance of infrastructure projects. NZTA has made the decision to use ISC Infrastructure Sustainability (IS) rating to drive improved sustainability outcomes on its high value capital projects.

1.26.2 ISC covers both design and construction during the project delivery. NZTA is seeking a commitment from tenderers during the tendering phase to become familiar with ISC IS rating scheme.

1.27 Tender Inception Meeting and Site Visit

1.27.1 A tender inception meeting and Site visit has been arranged for [Time, Day, Date, Month, Year].

1.27.2 The inception meeting is intended to provide all tenderers with an introduction to the project, a background as to how the specimen design and Principal's Requirements were developed, and residual opportunities and risks associated with the project.

1.27.3 Following the inception meeting, tenderers wishing to walk the Site are to meet [NZTA nominated personnel] at [Location]. Tenderers will be advised if the Site visit has to be rescheduled due to adverse weather conditions.

1.27.4 Tenderers wishing to walk the Site shall register their interest by contacting the NZTA Nominated Person, through GETS no later than [Time, Day, Date, Month, Year] and will be required to complete an Health, safety and wellbeing induction relevant to the risks associated with the site. The site visit will be escorted at all times.

1.27.5 For health, safety and wellbeing 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). The site visit is expected to take [three] hours.

1.28 Interactive Tender Process

1.28.1 Where requested by the tenderer, an interactive tender meeting will be held during the tender period between individual tenderers and NZTA. The meeting will be confidential, informal and non-contractual. This meeting shall be limited to [2] hours per tenderer, and is subject to the availability of NZTA's project team to attend.

1.28.2 Tenderers shall submit to NZTA their proposed agenda [5] working days prior to the interactive tender meeting.

1.28.3 Matters to be discussed between NZTA and tenderers during the interactive tender meeting shall include, but not be limited to:

- i) The tenderer's proposals regarding their Conceptual Design;
- ii) The Principal's Requirements for the contract;
- iii) Safety, durability and maintainability issues relating to the Contract Works;
- iv) Consenting requirements and environmental and social considerations;
- v) Iwi, stakeholder, community and project neighbour considerations;
- vi) Whole life cost issues;
- vii) Construction programming and contract period;
- viii) Site safety and traffic management;
- ix) Proposed supervision of the Contract Works by both the Contractor and the Designer;
- x) Tender Documentation; and
- xi) Risk assessment associated with the tenderers proposals.

<<OR: D&C (Advanced):>>

1.28.4 Meetings will be held at various stages throughout the tender period between individual tenderers and NZTA.

1.28.5 All meetings will be confidential and non-contractual. The aim of the interactive tender process is to resolve issues relating to the Tenderer's developing preliminary Conceptual Design and their tender submission. The interactive tender process will also be used to address any anomalies, ambiguities, errors or omissions identified in the Tender Documents.

1.28.6 Tenderers shall submit to NZTA their proposed agenda including details of their developing preliminary Conceptual Design, and key pertinent questions to support the discussion at least [5] working days in advance of the interactive meeting. The agenda should state which of NZTA's technical experts are required to attend. This requirement is to allow structured and meaningful meetings to take place.

1.28.7 These are the provisional dates for interactive meetings:<<or the [NZTA will confirm the specific dates for each meeting later].>>

Table 1.27: Interactive Meetings

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

Individual Meetings 3

[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].

1.28.8 Meetings will be held at [location details]. <<All consultation meetings shall be held in a neutral venue, or the NZTA office. Meeting at a tenderer selected location (e.g. their office or site compound) is expressly prohibited. >>. NZTA will involve technical and commercial advisors on an "as-required" basis at the interactive meetings. The tenderer shall include at least one senior representative of their proposed head Designer at all interactive meetings.

1.28.9 The tenderer will chair the meetings for which [3 hours] will be set aside. NZTA will consider any alternative dates proposed by the tenderers, subject to the availability of NZTA's team.

1.28.10 Tenderers requiring additional interactive meeting(s) shall propose their agenda and meeting date for the NZTA's agreement at least five working days before such interactive meetings. NZTA will endeavour to meet such requests.

1.28.11 NZTA and its advisers will treat all information submitted and/or discussed in the interactive process as "Commercial in Confidence".

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

- i) The tenderer's proposals regarding their Conceptual Design, including their maintenance proposal;
- ii) Additional Site investigation requirements of tenderers;
- iii) Compliance with the Principal's Requirements for the Contract;
- iv) Work phasing, programming and contract period;
- v) Proposed supervision of the Contract Works by both the Contractor and the Designer;
- vi) Tender Documentation;
- vii) Impact on statutory procedures and land acquisition;
- viii) Safety and durability issues relating to the Contract Works;
- ix) Consenting requirements and environmental and social considerations;
- x) Whole of life cost issues;
- xi) Maintenance and operations of the road during construction;
- xii) Maintenance and operations of the road over the whole life of the asset;
- xiii) Traffic management;
- xiv) Urban and landscape design;
- xv) Category of structural and other design check requirements;
- xvi) Consultation with third party project stakeholders; and
- xvii) Risk assessment associated with the tenderer's proposals.

1.28.13 Matters not to be discussed between NZTA and tenderers during this interactive process shall include, but not be limited to:

- Promotional material relating to the tenderer or the tenderer's Sub-contractors;
- Pricing information relating to any aspect of the tenderer's Conceptual Design; and
- <<Guidance note: consultant to add more as necessary>>

1.29 Privacy Act

1.29.1 The tenderer acknowledges that NZTA'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.

1.29.2 NZTA 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.

1.29.3 The authorised signatory, in executing the tender form, is deemed to have authorised NZTA (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. NZTA may contact parties named as being involved in the works/projects and other parties involved in the works/projects.

1.29.4 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.

1.29.5 Reference to "Commercial in Confidence" in clauses [1.26.11] implies that all information submitted and/or discussed in the interactive process will not be released by NZTA unless it is required by law to do so. <<Guidance note: include clause where the interactive process is used >>

1.30 Confidentiality

1.30.1 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.

1.30.2 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.

1.31 Information and Security

1.31.1 NZTA has requirements for appropriate security and information management processes that will equally apply to the tenderers.

1.32 Probit

1.32.1 An independent Probit 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 Probit Auditor is not a member of the Tender Evaluation Team (TET). A tenderer concerned about any procedural issue has the right to contact the Probit Auditor and request a review. The outcome will be documented with copies sent to both the tenderer who raised the issue and NZTA. The name of the Probit Auditor and their contact details are as follows:

Shaun McHale
 Managing Director, Team Leader, Probit 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

1.33 Time for Completion

<<Guidance note: Delete if using without a TCA for time>>

1.33.1 The tenderer shall include nominated completion period(s) for the whole of the Contract Works and the Separable Portions (section [8.9] of this RFT) 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 1.32: 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>>.

1.34 Optional evaluation process and due diligence

1.1.1 In addition to the above evaluation processes, NZTA may undertake the following processes and due diligence including reviewing performance scoring held by NZTA. The findings will be considered in the evaluation process.

- (a) reference check the Tenderer organisation and named personnel
- (b) other checks against the Tenderer e.g. Companies Office, potential national security risks
- (c) financial information as outlined in the RFT process
- (d) undertake a credit check
- (e) undertake a Police check for all named personnel.

1.35 Purchase of Intellectual property

1.35.1 It is NZTA's intention to purchase the New Intellectual Property rights to the designs of all unsuccessful tenderers, with conforming tenders.

1.35.2 Any tenderer wishing to receive a one-off payment of [\$insert approved value per tenderer] plus GST <<Guidance note: contact Procurement Services team for confirmation of the IP amount>> for the sale of the New Intellectual Property rights contained within their tender(s), are to complete and return with their tender submission the New Intellectual Property rights purchase agreement contained within section [8.16] of this RFT. Any tender not wishing to enter into such an agreement will not be prejudiced as a result in the evaluation of their tender submission.

1.35.3 Payment for the purchase of New Intellectual Property rights will be made following the acceptance of tender. Payment to tenderers for the purchase of the New Intellectual Property rights shall only be made where their tender:

- is unsuccessful;
- is conforming; and
- includes a completed New Intellectual Property rights purchase agreement form.

1.35.4 The New Intellectual Property rights included under this RFT may, at the sole discretion of NZTA, be made available to the preferred tenderer.

2 Conditions of Tendering

The Conditions of Tendering are those included in **NZS 3916: 2025** - 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).
- **COMMERCIAL IN CONFIDENCE** means information that is commercially sensitive and therefore confidential between the communicating parties
- **CONCEPTUAL DESIGN** means the Drawings, Specifications and other related documents submitted by the tenderer in their tender submission for the Contract Works
- **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.
- **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 the New Zealand Transport Agency (Waka Kotahi).
- **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.
- **SPECIMEN DESIGN** means the preliminary design prepared by NZTA, which is issued to tenderers for information only. It was prepared in order to promote the scheme and support the statutory applications.
- **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

102.2 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.

RFT 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 NZTA *Procurement Manual* (the Procurement Manual), Part A of the NZTA *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 Tender Documents, or any part of the Tender Documents.

105 Submission of tenders

Clause 105.2 is deleted and replaced with the following. Add the following clauses 105.8 and 105.9

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.

105.8 By virtue of the Design and Construct process all tenders shall be considered ALTERNATIVE TENDERS for the purposes of tender evaluation.

105.9 Unless agreed by Principal only one tender submission shall be submitted per tenderer.

108 Acceptance of Tender

Add the following clauses 108.3, 108.4, 108.5, 108.6 and 108.7

108.3 The Principal reserves the right to reject any or all tenders.

108.4 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. **To the extent that, notwithstanding the foregoing, the Principal is found to have any liability, on whatever basis, to any tenderer, then the Principal's liability to any such person is capped at \$1.00.**

108.5 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.

108.6 **Subject to confidentiality obligations set out in this RFT, which are intended to create legally binding obligations on tenderers, no legal or other obligation will arise between the Principal and**

any tenderer in relation to the subject matter of this RFT and its process, unless and until the Principal and a tenderer have entered into a formal agreement for the project covered by this RFT that is expressed to be legally binding.

108.7 Any ALTERNATIVE TENDER that does not conform to the definition in 101.2 shall be deemed Non-conforming and excluded from further consideration.

109 **Notification of acceptance**

Clause 109.1 is deleted and replaced with the following

109.1 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 109.2 is deleted and replaced with the following

109.2 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 tender.

3 Schedule to Conditions of Tendering

The Schedule to Conditions of Tendering are those included in NZS 3916: 2025.

Clause numbers refer to Schedule to Conditions of Tendering clauses.

Contract for: [Contract Number, Contract Name]			
Clause in Conditions of Tendering	Title and subject matter		
103	Tenderers to inform themselves		
103.1	<p>Is an appointment required to view the Site?</p> <p>If yes, the appointment details are:</p>		
105	Submission of tenders		
105.1	<p>Tenders shall close at:</p> <p>Choose an item.</p> <p><i><<Guidance note: larger D&C tenders should close via the NZTA document share folder. NZTA Nominated Person is to provide tenderers with access to their respective folders.>></i></p> <p>[Time]</p> <p>Tuesday, 23 September 2014</p> <p><i><<Guidance note: generally tender close is on a Tuesday or Thursday>></i></p> <p>Tender submission:</p> <p>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 for the GETS eTenderbox 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</p>		
	Are electronic tenders acceptable?		
105.3 (c)	Is supplementary information required to be submitted with the tender?		
FILE 1 CONTENTS			
ITEM	DESCRIPTION OF DOCUMENTS OR INFORMATION	REFERENCE	PAGE LIMIT
A	Tenderer's Non-price Attributes Tenderers must provide one (1) electronic copy of their non-price attribute submission (pdf format).	RFT Section [4]	[25]

Clause <i>in Conditions of Tendering</i>	Title and subject matter	Specific condition data <i>(Expand cells if required)</i>
	<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 may 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) • Copy of Prequalification Certificate (one page) • Quality Management System Certification (required for Prequalification Levels A, B or C only) • Outline Construction Programme (two A3 pages, legible font) • Draft Health and Safety Management Plan (ten pages) • Final PACE Assessment forms for any contract nominated under track record • [Other] 	
B	Tender submission report (inclusive of Drawings)	RFT Section [7]
C	Safe System Audit report (including the tenderers response to each serious and significant safety issue).	RFT Section [1.23]
D	Tender Information Schedule	RFT Section [7]
E	Intended construction methodology that identifies areas of health, safety or wellbeing critical risk and the proposed controls	RFT Section [7]
F	ISC - IS certification and self- assessment	RFT Section [7]
G	Tender tag and clarification statement (Note: Tenderers will be required to remove all tags and/or clarifications included in File 2)	RFT Section [1]
H	Confirmation of commitment of key resources from external sources	RFT Section [4.6]
I	<ul style="list-style-type: none"> • A description of the whole of life costs, benefits, and risks • A list of applicable departures • A description of the extent to which the Conceptual Design does not comply with conditions of the existing Statutory Approvals and licenses, and any other relevant compliance requirements, MOUs or other agreements with Iwi or stakeholders and/or the consenting authority(s) • Proposals for obtaining any additions or modifications to existing Statutory Approvals or licenses or other approvals where necessary. • Details of all consultation with affected third parties • Environmental assessment of the proposed changes and the modifications to or requirements 	RFT Section [5]

Clause <i>in Conditions of Tendering</i>	Title and subject matter	Specific condition data (Expand cells if required)
	<p>for additional Statutory Approvals, licenses, or other approvals.</p> <ul style="list-style-type: none"> • Details of the proposed maintenance proposal <p>J • Preliminary Traffic Risk Management Plan</p> <p>K [Other]</p>	xx 5

FILE 2 CONTENTS

ITEM	DESCRIPTION OF DOCUMENTS OR INFORMATION	REFERENCE	PAGE LIMIT
J	Completed and signed tender form	Page TF 1	1
K	Completed Schedule of Prices	N/A	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 Provisional Sum(s) included in the Schedule of Prices>>		
107	Tender evaluation		
107.1	The tender evaluation method shall be:	PQM	

4 Non-Price Attributes

4.1 Consistency with Registration of Interest (ROI)

<<Guidance note: The clauses in section 4.1 apply if a shortlisting process has been utilised>>

- 4.1.1 The tenderer shall nominate in the tender information Schedule (section [7] of the RFT) 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 NZTA'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. NZTA 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 NZTA to do so during the interactive tender process.
- 4.1.3 If NZTA 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

<<Guidance note: 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 1.6.2 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 The tenderer shall provide information on the nominated attributes selected from the non-price attributes listed below.
- 4.2.2 The attribute information submitted by tenderers with their RIO response may be reused in part or whole but where requested, must be resubmitted by the tenderer as part of their tender submission. **<<Guidance note: only include if ROI process has been utilised.>>**
- 4.2.3 The tenderer shall provide sufficient relevant information for each attribute for the contractor and proposed key Subcontractors and the Designer(s). This information allows the Tender Evaluation Team (TET) to mark the attribute for each party as provided for in the table below.

Table 4.2: Attributes

ATTRIBUTE	ATTRIBUTE WEIGHTING ALLOCATED TO CONTRACTOR / SUBCONTRACTOR %	ATTRIBUTE WEIGHTING ALLOCATED TO DESIGNER %
Relevant Experience	[6-9]	[4-6]
Track Record	[9-15]	[6-10]
Relevant Skills	[10-15]	[10-15]
Methodology (including links to temporary works, temporary traffic management etc)	[20-30] Refer note 1	

Note 1: The tenderer's methodology statement is to address the proposed methodology to be adopted by the Designer(s) for the Contractor's design

Note 2: All attributes must total 100%

<<Guidance note: 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 1.6.2 of the NZTA 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) and their Designer(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 construction 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 identifying areas of critical risk and a proposed plan to manage these areas. This methodology will include proposed leadership and supervision of forward planning, overlapping duties arrangements, construction principles, and worker participation and engagement.

The key parts of the Contract Works are:

- a) [Earthworks;
- b) Pavement and surfacing
- c) Piling;
- d) Structures]
- e) TTM;

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

<<Guidance note: If using limited NPAs in conjunction with prequalification, then delete the whole or part of the following sections.>>

4.4 Relevant Experience

4.4.1 Tenderers must provide details for a total of **[five]** **projects** (**[three]** for the Contractor, **[two]** for the Designer(s) that demonstrate the suitability of their experience and that of **their key Subcontractors** and their Designer(s) to complete the Contract Works.

4.4.2 All the 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 (or Contract Administrator’s) name, company, contact telephone number(s) and email address.
- The name of the TTM provider (Contractor or sub-contractor). Evaluation of Relevance will include some preference for where the TTM provider is the same as that nominated for the Contract Works.

4.4.5 Designers 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 Client’s representative name, company, contact telephone number(s) and email address.
- Value (professional services commission and corresponding physical works value).

4.4.6 Tenderers shall provide the following details for each **factor** (as listed on the relevant experience tender evaluation marking form contained with Section **[11]** of this RFT) of each **project**, the following details:

Relevance
<p>A description of the work carried out and its relevance to this tender</p> <p><<Guidance Note: 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>></p>

4.4.7 In addition, for each **factor** (as listed on the relevant experience tender evaluation marking form contained with Section **[11]** of this RFT) 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.

4.5 Track Record

4.5.1 Tenderers must provide details for a total of **[five]** **projects** (**[three]** for the Contractor, **[two]** for the Designer(s) **under construction or completed**, that demonstrate their track record. Tenderers must provide the same information for their key subcontractors.

4.5.2 Where a final PACE evaluation has been completed for a project, tenderers shall submit the PACE evaluation 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 (**or Contract Administrator's**) name, company, contact telephone number(s) and email address.

4.5.5 Designers 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 (**or Contract Administrator's**) name, company, contact telephone number(s) and email address.
- Value (professional services commission and corresponding physical works value).

4.5.6 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.

4.5.7 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.

4.6 Relevant Skills

4.6.1 The tenderer must nominate personnel for each of the positions listed in the relevant skills tender evaluation marking forms contained within Section **[11]** of this RFT, and summarise the key relevant skills each will contribute in terms of their management experience, qualifications and training in overcoming the anticipated challenges for the project.

<<Guidance Note: 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 The tenderer must provide a statement of commitment for those key personnel that are currently working on other projects. Where these are the NZTA projects, tenderers must provide confirmation of the release of the respective key personnel from their current project.

4.6.4 Attach a curriculum vitae (CV) for each of the tenderers personnel nominated for evaluation as **key personnel** (as listed on the relevant skills tender evaluation marking forms contained with Section **[11]** of this RFT) (**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 Contractor's design and all other Contract Works on time and to the standards and requirements specified in the Tender Documents for those factors listed in the methodology tender evaluation marking form within section **[11]** of this RFT.

4.7.2 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 followed for delivery 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
 - 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, safety and wellbeing 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 NZTA seeks a "no surprises" financial management and reporting. The tenderer's methodology shall describe how they would co-operate with NZTA 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 NZTA of additional costs, this being one of NZTA's key objectives.

4.7.5 Tenderers shall demonstrate their understanding of how NZTA'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 Tenderers are to submit a preliminary TRMP that outlines:

- a) The identified risks and considerations (e.g. minimum traffic disruption requirements)
- b) Assessment of the risks and considerations
- c) All possible risk control options focussing on the reasonably practicable options
- d) Lowest total risk assessment
- e) The selected risk control/s – likely multiple or stacks of risk controls
- f) A Plan for the implementation of the selected risk control/s.

4.7.7 The preliminary TRMP is to be based on considerations provided in Specification Section 7 Traffic Management and with the expectation that tenderers will make themselves sufficiently familiar with the Site and local roading network to complete their tender submission. The preliminary TRMP is to be used by tenderers to inform the development of their overall Contract Works methodology and pricing. The preliminary TRMP will be assessed as part of due diligence for assurance that the tendered Contract Works methodology and pricing are based on the provision of suitable TTM.

4.7.8 A Tender may be excluded from further evaluation and/or selection as preferred if it is considered that the preliminary TRMP is inadequate and/or that there is significant inconsistency with Contract Works methodology and pricing.

4.7.9 The Contractor will be required to develop and implement a full TRMP based on a full traffic management risk assessment and controls selection in compliance with NZGTTM. It is expected that the Contractor's full TRMP will not materially differ from the preliminary TRMP and that the overall approach (including TTM controls selected) will be consistent with the preliminary TRMP.

4.7.10 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 align with the project's key risk areas eg:

- 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.

As a minimum the contractor must comply with all health, safety and wellbeing requirements of NZTA in accordance with the NZTA Health, Safety and Wellbeing - Contractor Expectations, and the other contract specific requirements as set out below. They must also meet the health, safety and wellbeing requirements of any other relevant asset owner or authority (e.g., a 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.

The latest version of the NZTA Health, Safety and Wellbeing – Contractor Expectations can be accessed from the NZTA 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 Health and Safety Management Plan (H&SMP) must include risk subject areas outlined in the NZTA *Contractor Health and Safety Expectations* document, relevant to the risks identified as part of the scope of work. The H&SMP must detail all health, safety and wellbeing critical risks and all mitigations to those risks and be agreed between the parties prior to any construction works commencing.

The Tenderer's Health and Safety Management Planning should include Health and Safety by Design as outlined in Section 6.1 of the NZTA *Contractor Health and Safety Expectations* document.

Safety in Design must include the identification and management of health and safety risks for the lifecycle of the contract including any '*reasonably foreseeable activity by workers such as inspection, cleaning maintenance repair, demolition or disposal.*'

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

 - 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 positions will act as the Contractor's Representative (as per NZS 3916:2025).

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;

 - Temporary Works**
 - Earthworks**

- e) Pavement and surfacing
- f) Environmental and consent compliance management
- g) Liaison (Stakeholder Consultation)
- h) Maintenance and operations considerations throughout the construction activities;
- i) Audit operability and maintainability of the Conceptual Design: The Contractor will be required to have independent Maintenance Operation Audits carried out on the design and on the completed works. The goal of these Audits is to ensure that maintenance and operations of the road are optimised over the whole life of the asset;
- j) Quality Assurance (including quality systems, testing methodology and procedures to rectify test failures)
- k) Management of Risks including health and safety risks
- l) Temporary traffic management, including management of TTM risks and journey management;
- m) Asset information and data handover processes and controls
- n) Co-operative Work Environment
- o) Permanent Stormwater Management]

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

5 Departures

5.1 Overview

- 5.1.1 A tenderer may consider that they can enhance the 'whole-life' value of their Conceptual Design by departing from a standard or requirement of the Tender Documents. NZTA shall consider such a departure provided it does not change the scope prescribed in the Tender Documents. The resulting Conceptual Design and tender submission shall be deemed to be, and evaluated as, an Alternative Tender.
- 5.1.2 NZTA expects that all tenderers will seek the required departures during the tender period. Only tenderers that have obtained all departures necessary for their particular conceptual design can be confident in its acceptability to NZTA.
- 5.1.3 Under extraordinary circumstances NZTA will consider tender submissions that have not obtained the necessary departures. NZTA reserves the right to accept or reject any such tender.
- 5.1.4 A tenderer seeking a departure must advise NZTA of their intention to do so during the tender period. The tenderer shall submit a departure report no later than the date stated in the tendering timetable in section [1.7] of this RFT. Tenderers may submit a departure report after that date, but NZTA shall not guarantee a response before the close of tenders.
- 5.1.5 Each request for a departure should include:
 - a) A unique identifier;
 - b) A description of the proposed departure, stating the exact changes to the Tender Documents the tenderer is proposing (including specific clause references);
 - c) A statement of the purpose of the proposed departure, being the outcome the tenderer hopes to achieve or the reason the tenderer is seeking the departure;
 - d) A description of the benefits, risks and 'whole of life' costs associated with the proposed departure.
- 5.1.6 As soon as practical, NZTA shall provide its decision in writing on the acceptability or otherwise of the proposed departure. NZTA shall endeavour to respond to all departures within 20 working days.
- 5.1.7 If NZTA accepts the departure, the written decision shall state the exact changes to the Tender Documents that form the basis on which the departure is accepted.
- 5.1.8 If NZTA declines the proposed departure but has identified a way in which the departure may be altered to be acceptable to NZTA and achieve the same purpose, the written decision may suggest that the tenderer resubmit the proposed departure on this basis.
- 5.1.9 If NZTA declines the proposed departure and considers that the proposed departure is unlikely to be acceptable to NZTA on any basis, the written decision may state this and give reasons for this conclusion.

5.2 Tender Submission

- 5.2.1 Tenderers shall fully describe and evaluate all the whole of life costs and/or benefits of their Alternative Tender proposal, and identify the technical, environmental, social and commercial risks and explain how they have been addressed in the development of the Conceptual Design and how they are to be addressed should the Alternative Tender be accepted.
- 5.2.2 By virtue of the Design and Construct process all tenders shall be considered ALTERNATIVE TENDERS for the purposes of tender evaluation.

- 5.2.3 A tenderer submitting an Alternative Tender shall advise whether or not the Alternative Tender proposal meets the conditions of existing Statutory Approvals, licenses or other approvals as defined in section [1.21] of this RFT.
- 5.2.4 A tenderer submitting an Alternative Tender that does not meet such conditions shall fully describe the extent to which their Conceptual Design does not comply, the consultation process and any agreement or understanding reached with the consenting authority(s), the environmental assessment of the proposed changes, and the requirement for modification or additions to Statutory Approvals, licences or other approvals and their proposals for obtaining such modifications or additions.
- 5.2.5 In the event that an Alternative Tender is accepted, the Contractor shall obtain at their expense all necessary modifications to the existing Statutory Approvals, licences or other approvals, or additional Statutory Approvals, licences or other approvals.
- 5.2.6 If the Contractor is unsuccessful in obtaining such Statutory Approvals, licences or other approvals, they shall develop a Contractor's design and carry out the Contract Works according to the existing Statutory Approvals, licences or other approvals. Any features of the Alternative Tender, that cannot be achieved in the Contractor's design, may be deemed to be a Variation.
- 5.2.7 Tenderers submitting Alternative Tenders shall provide written confirmation that all affected third parties have been consulted about the proposed changes, and that they do not have any reasonable objection to the proposal. At the request of the tenderer, NZTA will provide reasonable assistance to support the tenderer with regard to liaison with the affected third parties.
- 5.2.8 The Alternative Tender is to include enough information to allow the TET to evaluate it. If there is insufficient information to fully assess the Alternative Tender, the TET will either exclude it from further consideration or assign a value that accounts for the risk to NZTA in accepting the Alternative Tender.
- 5.2.9 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.

5.3 Review and Acceptance of Submitted Tender

- 5.3.1 The TET shall review all tender submissions. The review shall not be a detailed check and any acceptance of a tender submission 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 a tender submission.

6 Certificate A: Tenderer's Preliminary Conceptual Design Proposals

Contract Number [xxxxx]: [Contract Name]

We hereby confirm that the following information describes our preliminary Conceptual Design (including alternatives, if applicable) resulting from the tender consultations with the Principal and is an outline of the Conceptual Design that we intend to submit as part of our tender. The information is as described hereunder:

1. List of approved departures incorporated into the preliminary Conceptual Design
2. The design statement associated with the preliminary Conceptual Design
3. The preliminary Conceptual Design is shown on the following drawings:

4. The Conceptual Design will not differ substantially in appearance or in principles of construction from this preliminary Conceptual Design.

Signed _____ Name _____ Date _____
(Partner or Director, Head Designer)

Signed _____ Name _____ Date _____
Position _____ Address _____
(Tenderer)

5. Receipt of the above proposals is acknowledged

Signed _____ Name _____ Date _____
(The Principal)

7 Tender Submission Report

7.1 General

7.1.1 This section describes the information on the Conceptual Design that tenderers shall submit in their tender submission report with each tender (within File 1).

7.1.2 NZTA requires only outline detail to be submitted. Information provided as part of the non-price attribute submission can be cross-referenced and need not be duplicated.

7.2 Design Statement

7.2.1 The tenderer shall provide a design statement addressing, as a minimum, each of the key parts of the Contract Works defined in section [4.3] of this RFT. The design statement must include issues specific to the form and nature of the tenderer's Conceptual Design, to provide an understanding of the design approach adopted (including Structure Options Reports in accordance with the *Highway structures design guide*). The design statement need not be voluminous and should be focussed on the special features or requirements of the tenderer's Conceptual Design that:

- are critical to its success;
- introduce or mitigate risk when compared with the specimen design;
- add or detract value on a whole-of-life basis when compared with the specimen design, (including specifically any considerations made in the design to better facilitate or reduce future maintenance activities).

7.3 Drawings

7.3.1 Tenderers shall provide the following drawings produced to industry draughting standards (A3 size where possible). NZTA expects that in the order of [insert drawing number or range] A3 drawings will be required to adequately demonstrate tenderer's conceptual designs. <<Specify the requirements for example.>>

- Roadworks** Tenderers shall provide the following:
 - Road layout to a scale of not less than 1:2500, including profile, to demonstrate compliance with the designation;
 - Typical sections and plans of the Conceptual Design throughout the route showing the drainage design intent. i.e. significant pipes and structures only
- Structures:** Tenderers shall provide the following. The requirements below are written for bridges, but an equivalent level of detail is required for all retaining walls and other highway structures of a scale which require building consent.
 - Plans and general arrangements of each structure to a scale of not less than 1:200 (A1). Cross sections of an end span and an intermediate span (where different) on each Structure to a scale of not less than 1:100 (A1);
 - Structural drawings shall include sufficient detail to ensure that the design intent is clear regarding such issues as:
 - bridge span configuration and dimensions, including articulation details and location/type of bearings and joints;
 - Substructure and expected foundation arrangement;
 - proposed cross-section detail, including lane and shoulder dimensions and (where pertinent) horizontal clearances;

- main member type, size, and (where pertinent) vertical clearances;
- structural materials, finishes, and colour;
- side protection purpose, standard and nominal profile;
- means of accommodating surface drainage;
- means of accommodating and accessing services;
- identification of how signage or access gantries are to be supported.

c) **Earthworks** Tenderers shall provide the following:

- i) Earthworks proposals, including geotechnical structures, sources of imported materials, spoil disposal and utilisation areas and soil re-use proposals;
- ii) Typical sections showing cuttings and embankments in differing materials and any slope stabilisation measures;

d) **Social and Environmental:** Tenderers shall provide the following:

- i) Plans to a scale of not less than 1:1250 accompanied by, if necessary, other drawings showing the location and extent of social and environmental mitigation measures, including areas where land will be returned to agricultural use;

e) **Landscaping:** Tenderers shall provide the following:

- i) Plans to a scale of not less than 1:1250 showing the landscaping design, including land form for landscape or mitigation purposes, and planting and bedding layout with plant mixes indicated;
- ii) Statement of intent indicating the proposed plant species, mixes, sizes and densities.

f) **[Other, Principal's Adviser to State:** Tenderers shall provide the following:

- i) State what is required.]

g) **Urban design:** The urban design shall show the form and finishes of the [bridges, walls etc] and also demonstrate how they fit in with the [e.g. urban framework; surrounding roads and buildings; etc]. As a minimum, such submissions shall include [Example: an artist's impression, preliminary engineering drawings with elevations and plans to a scale of XXXX and sections at a scale of XXX]. Photo montages, or sketches may also be used as part of the submission.

7.4 Access to the Site and Preliminary Traffic Risk Management Plan

7.4.1 The tenderer shall submit with the tender submission their proposals for providing access to the Site and a Preliminary Traffic Risk Management Plan for each site area or significant stage of construction. The Preliminary Traffic Risk Management Plan shall demonstrate that the tenderer's proposal **will mitigate risks to workers and road users and can be successfully implemented within existing traffic constraints.**

<<Guidance Note: Consider inclusion of more specific requirements for the preliminary TRMP here where necessary. The requirements of the preliminary plan should be aligned with those required for the TRMP used on the contract.>>

7.5 Utilities

7.5.1 The Tenderer shall submit a utilities diversion/relocation strategy. The strategy shall be consistent with the requirements outlined in section **[5]** of the Principal's Requirements.

7.6 Land

7.6.1 The tenderer shall submit a temporary land use strategy. The strategy shall be consistent with the requirements outlined in section [3.1] of the Principal's Requirements.

<<Guidance Note: Only include 7.5 and 7.6 if there are specific important Utilities / Land complications that are likely to be affected by tenderers approach to the design>>

7.7 Sustainability Rating Scheme

<< Guidance note: NZTA policy is that the Infrastructure Sustainability Council (ISC) Sustainability Rating Scheme is used on projects greater than \$500m. Departures from this policy must be approved. If not, delete section 7.7 and section 1.26 and replace with "Not used.">>

7.7.1 The tenderer shall submit in their tender submission report a sustainability rating scheme implementation plan report outlining the steps and actions they would take to ensure certification to the specified ISCreward level. This report shall demonstrate a clear understanding of the ISCasessment and certification process, demonstrate how it would be linked to the management system, and how it will be used to deliver the project. The plan shall include key responsibilities, processes, communications, monitoring and reporting. The plan shall include detail of the following:

- 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 are the champions for selected credits?
 - Who within the project team are accredited IS professionals?
 - Who will upload credit evidence?
 - Who will coordinate collection of materials in the project team?
- Process outlining the tracking and reporting the progress on credit commitment to the NZTA 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
- How this plan relates to the other health and environmental safety plans used in this project

7.7.2 The tenderer shall supply evidence that at least one member of their team is accredited under the ISC - ISAP (Infrastructure Sustainability Accredited Professional) programme.

7.7.3 Each tenderer shall submit with their tender, a completed self-assessment of their expected award level.. The self-assessment shall be completed using the ISC 'ISv2.1 Scorecard – Design & As-Built' tool. The self-assessment must demonstrate the ability to gain at least the specified award-level rating.

7.7.4 Tenderers shall demonstrate understanding of the ISC sustainability rating scheme and will need to demonstrate their ability to earn a Bronze Award Level. Tenderers shall demonstrate that at least one member of the team is accredited under the Infrastructure Sustainability Accredited Professional (ISAP) program.

7.8 Maintenance Proposal

7.8.1 As part of the Tender, tenderers will be required to detail how they intend to fulfil maintenance obligations during the contract (including process for handover into operations).

7.8.2 As part of the Tender, tenderers will be required to detail how their design accommodates future maintenance operations to ensure that maintenance and operations of the road are optimised over the whole life of the asset.

7.8.3 The Contractor will be required to have independent Maintenance Operation Audits carried out on the design and on the completed works. Any work required due to construction faults or practices or the design arising from the results of the maintenance operation audits will be at the Contractor's expense.

7.9 Quality Management

7.9.1 The tenderer is required to supply, with their tender submission, evidence of certification of their Quality Management System to AS/NZS ISO 9001. The tenderer shall supply in their tender submission report evidence that their Designer is certified to an acceptable quality management standard. An acceptable standard includes AS/NZS ISO 9001.

7.9.2 Tenderers will be required to submit an outline Quality Management Plan (QMP) with their tenders. This should clearly identify the proposed procedures to be adopted for all elements of the project. This plan should be consistent with NZTA Z/1 Quality management plan minimum standard and highlight the following:

- Contractor's Method Statements:** List of Method Statements for each major activity.
- Supervision / Monitoring of the Contract Works** including the following:
 - A statement of how the Contractor proposes to supervise the Contract Works;
 - Number, level and position of the Contractor's personnel involved in supervising the Contract Works;
 - A statement of the Designer's involvement in monitoring the Contract Works, in order to certify compliance with the Contractor's design and execute the producer statement for Construction Review;
- Contractor's Construction Quality Control:** List of procedures for execution of quality control including the delivery of the Inspection and Testing Schedule, and Quality File, in accordance with Minimum Standard Z/8.

7.10 General

7.10.1 The tender submission report shall include the following information and be provided for each tender. NZTA requires only outline detail to be submitted. Information provided as part of the non-price attribute submission can be cross-referenced and need not be duplicated.

DESIGN STATEMENT	A design statement and a schedule of the design criteria adopted to meet the requirements of the Principal's Requirements. The design statement shall address each of the key parts of the Contract Works and cover issues such as [geometric compliance, geotechnical considerations, design approach, materials selection, and whole of life maintenance]. Tenderers must include issues specific to the form and nature of their Conceptual Design, to provide an understanding of the approach taken.
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DRAWINGS	<ol style="list-style-type: none"> 1) [Roadworks]: Road layout to a scale of not less than 1:2500, typical sections and plans of the Conceptual Design. 2) Structures: Plans and general arrangements of each Structure (including substructure and foundations), cross sections of an end span and an intermediate span on each Structure, indicate main member sizes, materials, finishes, colour, safety & drainage details, service details etc. 3) Earthworks: Earthworks proposals, including geotechnical structures, sources of imported materials, spoil disposal areas and soil re-use proposals, typical sections showing cuttings and embankments in differing materials, any slope stabilisation measures and proposals for planting areas. 4) Other, NZTA to State] <p>Drawings shall be produced to industry draughting standards.</p>
H&SMP	Draft Health and Safety Management Plan addressing key risks of the Contract Works and the systems and processes for managing the Site-specific H&S in accordance with the NZTA <i>Contractor Health and Safety Expectations</i> .
SITE ACCESS	Proposals for providing access to the site
TRMP	Preliminary Traffic Risk Management Plan [consultant to consider further requirements]
PROGRAMME	<p>An outline programme in Gantt chart format, showing and linking the relevant construction tasks, the critical path, and any activities that require additional information or decisions from the Engineer.</p> <p>The outline programme shall be a Risk Adjusted Programme in accordance with the NZTA <i>Minimum Standard Z/44 – Risk Management</i>.</p>
SUSTAINABILITY RATING SCHEME	<ol style="list-style-type: none"> 1) Implementation Plan: An outline plan to demonstrate how ISC will be linked to the management system used to deliver the project. The plan shall include key responsibilities, processes, communications, monitoring and reporting related to ISC award level as specified and in accordance with specification P49: <i>Sustainability Rating Application During Tender and Delivery of Capital Works Projects</i>. 2) ISAP Certification: Certificate(s) of team members that have received ISC – ISAP certification. 3) Self evaluation: Self-assessment of the expected ISC award level using the ISC 'ISv2.1 Scorecard – Design & As-Built' tool.
QUALITY ASSURANCE	<ol style="list-style-type: none"> 1) Quality Management Plan (QMP): Outline of the Quality Management Plan they would use if undertaking the Contract Works, in accordance with Minimum Standard Z/1. 2) Contractor's Method Statements: List of method statements for each major activity. 3) Supervision / Monitoring of the Contract Works: includes the following: <ul style="list-style-type: none"> - A statement of how the Contractor proposes to supervise the Contract Works; - Number, level and position of the Contractor's personnel involved in supervising the Contract Works; - A statement of the Designer's involvement in monitoring the Contract Works, in order to certify compliance with the Contractor's design and execute the producer statement for Construction Review; 4) Contractor's Construction Quality Control: List of procedures for execution of quality control including the delivery of the Inspection and Testing Schedule, and Quality File, in accordance with Minimum Standard Z/8.

UTILITIES	A utilities diversion/relocation strategy as outlined in the Principal's Requirements, if applicable.
LAND	A temporary land use strategy as outlined in the Principal's Requirements, if applicable.

8 Tender Information Schedule

8.1 General

8.1.1 Tenderers shall complete this tender information schedule and include within their tender submission (within **File 1**).

8.2 Proposed Subcontractors

8.2.1 Proposed Subcontractors shall include those Subcontractors named in the ROI response. Unless approved by the Principal prior to close of tenders, the removal, replacement or addition of Subcontractors may result in the tender being deemed to be a Non-conforming Tender
<Guidance note: include clause only if subcontractors nominated in the ROI>.

8.2.2 The tenderer must complete the following table about their proposed Subcontractors including head Designer, other Designer(s) and checker of the Contractor's design, if applicable:

Table 8.2: Proposed Subcontractors	
Proposed Subcontractor	Type and Extent of Works to be Completed

8.3 Acknowledgement of Notices to Tenderers

8.3.1 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	

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

8.4 Contractor's Insurance Provider

<Guidance Note: remove insurance types the Contractor is not contractually obligated to provide.>

8.4.1 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

8.4.2 As part of due diligence, please check the insurance rating of the insurance provider.

8.5 Proposed Surety

8.5.1 Please provide the name of the proposed Surety (the Surety shall not be a shareholder in the contracting company)

8.6 Name of Tenderer's Banker

8.7 Location of Proposed Dump Sites

The tenderer is to nominate where materials will be disposed of:

8.8 Resource Consent(s) and Statutory Approvals

8.8.1 Are any additional resource consents or Statutory Approvals required for the proposed construction methodology, including Alternative Tender(s)? Attach if already granted or provide details if not already granted.

8.9 Due Date for Completion of the Contract Works or any Separable Portion

8.9.1 The tenderer is to nominate the periods to be used for calculating the Due Date for Completion. These shall be not greater than that set out in section [1.29] of this RFT. The Principal's Adviser will calculate the Tangible Cost Adjustment Value for this item.

Table 8.9: Due Date for Completion

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

8.10 Parent Company Authority

8.10.1 Tenderers who propose to form a joint venture company are required to confirm that they have the authority of the parent companies to submit a tender by signing the following certificate:

We hereby certify that the tenderer has the authority to submit the tender on behalf of the following companies, who have formed a joint venture company for this contract.

Signed	Name	Date
Position / Company	Address	
(Authorised Signatory)		
Signed	Name	Date
Position / Company	Address	
(Authorised Signatory)		
Signed	Name	Date
Position / Company	Address	
(Authorised Signatory)		

8.11 Lane Occupation Charges

8.11.1 The tenderer shall nominate the number of lane occupations required for the Contract Works excluding any lane occupations required for emergency works, which shall not exceed the maximum number of lane occupations stated for each Separable Portion in section [8.13.2] of this RFT.

DESCRIPTION OF ROAD	NO. OF DAYTIME LANE OCCUPATIONS	NO. OF NIGHTTIME LANE OCCUPATIONS
[portion 1]	[xx]	[xx]
[portion 2]	[xx]	[xx]

8.11.2 Maximum number of lane occupations permitted for the Contract Works, excluding any lane occupations required for emergency works.

DESCRIPTION OF ROAD	NO. OF DAYTIME LANE OCCUPATIONS	NO. OF NIGHTTIME LANE OCCUPATIONS
[portion 1]	[xx]	[xx]
[portion 2]	[xx]	[xx]

8.11.3 NZTA will complete the following calculations to determine the Tangible Cost Adjustment value for this item:

DESCRIPTION OF ROAD	NO. OF DAYTIME LANE OCCUPATIONS TENDERED	LANE OCCUPATION CHARGE PER OCCUPATION PERIOD	VALUE OF DAYTIME LANE OCCUPATIONS (\$)
[portion 1]	[xx]	[Rate]	[xx]

[portion 2]	[xx]	[Rate]	[xx]
TOTAL VALUE OF DAYTIME LANE OCCUPATIONS			
DESCRIPTION OF ROAD	NO. OF NIGHTTIME LANE OCCUPATIONS TENDERED	LANE OCCUPATION CHARGE PER OCCUPATION PERIOD	VALUE OF NIGHTTIME LANE OCCUPATIONS (\$)
[portion 1]	[xx]	[Rate]	[xx]
[portion 2]	[xx]	[Rate]	[xx]
TOTAL VALUE OF NIGHTTIME LANE OCCUPATIONS			
TOTAL VALUE OF DAY AND NIGHTTIME LANE OCCUPATIONS CHARGES TO RFT SECTION [9.6] (TCA SCHEDULE) \$			

Note: The tender is NOT to include the sum for total of lane occupation charges in either the tender form or the tender price total

<<Guidance note: Discuss the inclusion of this section in any contract with the NZTA Manager Procurement Services>>

8.12 Tender Conceptual Design Certificate

SECTION 1 - To be completed by the tenderer

We hereby certify that we have employed the firm named in Section 2 below as **head** Designer for the Conceptual Design contained in our tender. We further certify that we shall appoint the said firm to act as **head** Designer under the contract.

Name of
tenderer:

Address:

Signed:

Date

(for and on behalf of the tenderer)

SECTION 2 - To be completed by the **head Designer**

We hereby confirm that we have been employed by the tenderer named at Section 1 above as **head** Designer. We further confirm that we have carried out sufficient work on the tenderer's Conceptual Design contained in their tender to satisfy ourselves that this Conceptual Design represents a reasonable response to meet the requirements of the contract, that it is capable of being developed in detail and that it takes account of any schedule(s) of supplementary requirements.

We confirm that the Conceptual Design(s) complies with all relevant provisions of the Statutory Approvals.

Name of
company:

Address:

Signed:

Date

(for and on behalf of **head** Designer)

8.13 Tender Conceptual Design Check certificate

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 Conceptual Design contained in our tender.

Name of
tenderer:

Address:

Signed:

Date

(for and on behalf of the tenderer)

SECTION 2 - To be completed by the checker

We hereby confirm that we have been employed by the tenderer named at Section 1 above as checker. We further confirm that we sufficiently checked the tenderer's Conceptual Design contained in their tender to satisfy ourselves that this Conceptual Design represents a reasonable response to meet the requirements of the contract, that it is capable of being developed in detail and that it takes account of any schedule(s) of supplementary requirements.

Name of
company:

Address:

Signed:

Date

(for and on behalf of the checker)

8.14 Safe System Audit Certificate

We hereby certify to the Principal that a **Safe System Audit** (as defined in section **[1.24]** of the RFT) has been undertaken on the tenderer's Preliminary Conceptual Design as shown and detailed in the following drawings and reports (list relevant drawings and associated documentation).

and:

- that the following solutions to the safety issues raised by the audit have been agreed with the SSA team and documented as an addendum to the audit report and incorporated in the Conceptual Design.
- where safety issues have been raised, and changes in the Conceptual Design that resolve these issues to the satisfaction of the SSA team have not been made, then these remaining issues have been referred to the Principal for a Principal's decision. The issues that required a Principal's decision are summarised as follows:

We understand that it remains the responsibility of the tenderer to address all issues following the Principal's decision

Signed

Name

Date

(Tenderer)

Signed

Name

Date

(Designer)

8.15 Tender Consultation Certificate

8.15.1 A completed tender consultation certificate, in the format detailed below, shall be provided for each party nominated for consultation as described in clause [1.20.1] if this RFT.

CONSULTATION WITH		(Name of Consultee)
<p>We hereby certify to NZTA that we have consulted with (Consultee)</p> <p>and have ascertained that they have no reasonable objections to the Concept Design as discussed in our consultation meeting</p>		
at	(Location) on	(Date)
<p>We agree that the words and phrases herein, unless otherwise stated, have the same meaning as assigned to them in the contract.</p>		
Signed	Firm	
Name	Date	
Head Designer (Authorised Agent)		
Signed	Firm	
Name	Date	
Tenderer (Authorised Agent)		
DECLARATION BY		(Name of Consultee)
On behalf of	(Organisation) I can confirm that:	
<p>(i) Consultations referred to above have been completed; and</p> <p>(ii) The Consultee has no reasonable objection to the Contractor's Concept Design discussed in our consultation meeting at the time and location identified above; and</p> <p>(iii) The Contractor's Conceptual Design meets all reasonable requirements of the Consultee.</p>		
Signed	Organisation	
Name	Date	
(duly authorised to sign on behalf of Consultee)		

8.16 New Intellectual Property Rights Purchase Agreement

In consideration of receiving [\$x] plus GST we agree to allow the Principal the right of access to, and use of, new intellectual property referred to or developed in the preparation of our tender submission.

We agree that the 'intellectual property' means the intellectual property rights, including but not limited to copyright, in all concepts, designs, Drawings, Specifications, plans, studies, reports, and documentation collated, prepared or created by us in the preparation of our tender submission report as described in Section [7] of this RFT, electronic copies of design Drawings provided in the tender submission report, design calculations, and other supporting information as may reasonably be requested by the Principal.

We agree that payment by the Principal is conditional on us providing the Principal with an appropriate tax invoice and access to and use of the new intellectual property which is either in the Principal's possession or which will otherwise be delivered without delay to the Principal. We warrant that we will disclose and deliver all relevant information to the Principal in respect of the new intellectual property.

We agree that the Principal has the right to develop further the new intellectual property and use such new intellectual property, in connection with the [project name] project, with no claim of whatever kind being made by us.

We warrant to the Principal that all reasonable endeavours have been taken to ensure that the new intellectual property is the absolute property of us and/or our Designer's and that the new intellectual property may be used by the Principal and its authorised suppliers and that the rights granted under this agreement do not infringe any protective right including any patent, registered design, trademark or copyright. Should any breach of this warranty occur we agree to indemnify the Principal for any loss of incurred by the Principal in using the new intellectual property in accordance with this agreement as a direct result of that breach.

We shall retain no liability for the utilisation or further development of any of the new intellectual property.

Signed Name Date
(for and behalf of the tenderer by a duly authorised agent)

Signed Name Date
(for and behalf of the Principal by a duly authorised agent)

9 Tender Evaluation Procedure

9.1 Overview

- 9.1.1 Tenders for this contract will be evaluated using the Price Quality Method (PQM).
- 9.1.2 NZTA's procedures for its implementation are outlined in the *Contract procedures manual* (SM021).
- 9.1.3 Only tenderers prequalified to the specified level are eligible to submit a tender.
- 9.1.4 Specific prescribed 'Tangible Costs' will be calculated in relation to individual tenderer's submission(s) and added to or subtracted from the tender price.
- 9.1.5 The combination of the above two adjustments to the tender price will give a 'Tender Evaluation Nett Price'.
- 9.1.6 The tender with the lowest 'Tender Evaluation Nett Price' shall be the preferred tender.

9.2 Tender Evaluation Team

- 9.2.1 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.
- 9.2.2 The TET, formed to evaluate tenders, will be:

Table 8.2: Tender Evaluation Team (TET)

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

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

Table 8.3: Technical Advisors

[Name]	[Position, Company]
[Name]	[Position, Company]
[Name]	[Position, Company]

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

9.3 Base Estimate

- 9.3.1 The base estimate for this contract is **[\$XX,XXX,XXX]**. This is an estimate based on the requirements of the Tender Documents, where NZTA rates the Schedule of Prices.

9.3.2 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:

- Tenderers shall forward their comments on the accuracy of the base estimate directly to the probity auditor nominated in this RFT.
- The probity auditor shall pass the comments (without revealing the tenderer's identity) to the Manager, Procurement Services.

9.3.3 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.

9.4 File 1: Non-price Attribute Evaluation

9.4.1 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 RFT.

9.4.2 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.

9.4.3 For the evaluation of resources, the TET will take into account their personal views about the suitability of the tenderer's resources to adequately carry out the work.

9.4.4 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.

9.5 Interviews

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

9.6 Agreement of Non-price Attribute Grades

9.6.1 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.

9.6.2 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 team's attribute grades and decide the final attribute grades.

9.6.3 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.

9.7 Tangible Cost Adjustments

9.7.1 There are certain prescribed project costs (Tangible Costs) that, for the purposes of tender evaluation and comparison, will be applied to each tenderer's tender price.

9.7.2 The TET will complete the following table for each tender, based on information supplied by the tenderer: [<Guidance note: in deciding on which tangible costs to use, the Principal's Adviser must consider means of policing non compliance, e.g. if the Contractor is given \\$X tangible cost benefits for time, i.e. finishing early, and delays cause him to finish late, then liquidated damages are](#)

deducted. If a Tenderer nominates a particular number of lane occupations required, and requires more, there is a rate that can be charged. >>

Table 9.7: Tangible Cost Adjustments

ITEM	DESCRIPTION	ADJUSTMENT FORMULA	ADJUSTMENT VALUE \$
1	Time – transfer information from section [8.10.1] of this RFT	<p>(Number of weeks specified by NZTA as being the not-to-exceed period) minus (Number of weeks nominated by the Tenderer for the completion of the Contract Works) multiplied by the sum of [\$X,XXX] per week.</p> <p>The answer is to be deducted from the Tender Price.</p> <p><<Guidance Note: Ensure that the value included here is substantially less than the weekly Liquidated Damages value. Use of this TCA should be discussed the HNO Procurement>></p>	
2	Maintenance premium for painting structural steelwork, if applicable	<p><<Guidance note: a formula is to be developed for the contract specifics >></p> <p>Transfer information from section [8.XX] of this RFT</p> <p>The answer is to be added to the Tender Price.</p>	
3	Overheads and Working Day rate	<p>Transfer information from section [8.4] of this RFT</p> <p>The answer is to be added to the Tender Price.</p>	
4	Environmental Mitigation	<p><< Guidance note: if practical, develop a formula to suit the contract specifics>></p> <p>Transfer information from section [8.XX] of this RFT</p> <p>The answer is to be added to the Tender Price.</p>	
5	Utility Cost adjustment value	<p><<Guidance note: if any Provisional Sum service relocations, develop a formula to allow the total service relocation cost difference to be determined between different contractors' designs >></p> <p>Transfer information from section [8.XX] of this RFT</p> <p>The answer is to be added to the Tender Price.</p>	
6	Lane Occupation Charges	<p>Transfer information from section [8.10] of this RFT</p> <p>The answer is to be added to the Tender Price.</p>	
7	Aesthetic Value	<p>The maximum value given to a [bridge] design providing significant aesthetic enhancement over the specimen design shall be [\$XXX]</p> <p><<Guidance note: should consider any significant features of the project that need to be enhanced i.e. gateway features, accessibility, community severance>></p>	
8	Quality of Product	<p>Net Present Value Methodology will be used to evaluate the whole of life costs, benefits and risks with respect to the quality of the product offered by one tender, relative to that of other tenders.</p>	
9	Urban Design <<Guidance note: should be discussed in	<p>The maximum value given to a design that substantially meets the requirements of the UDLF shall be [\$3,000,000]. However, a design that provides significant</p>	

	conjunction with the Agency's EUD team>	aesthetic enhancement to the ULDF can attract a TCA up to a maximum value of [\$6,000,000] . The conceptual designs submitted by each tenderer will be reviewed by the NZTA Urban Design Advisor for compliance to, and significant enhancement of, the Urban and Landscape Design project requirements. The conceptual designs shall be awarded a percentage score which will be applied to the [\$6,000,000] and deducted from the tenderer's price.	
10	[Other]	[NZTA nominate]	
TOTAL TANGIBLE COST ADJUSTMENT VALUE			S

9.8 Non-Price Attribute Evaluation Report

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

9.9 File 2 – Price

9.9.1 Following the non-price attribute evaluation process described above, the NZTA Nominated Person will open File 2: Price, for each conforming tender and determine the preferred tenderer.

9.9.2 To obtain the 'Tender Evaluation Nett Price' used solely for evaluation purposes, the values assigned in the PQM evaluation process in section **[9.1]** and the 'Tangible Cost' in section **[9.8]**, will be subtracted and/or added to the tender price as appropriate. The tender with the lowest "Tender Evaluation Nett Price" will be the preferred tender.

9.10 Pre-Letting Meeting

9.10.1 Following opening of File 2: Price and prior to contract award, NZTA may hold a pre-letting meeting with the preferred tenderer.

9.10.2 Meetings will be convened by NZTA , who will involve their advisors on an 'as-required' basis. The tenderer is encouraged to include all key personnel.

9.10.3 The pre-letting meeting will consist of two parts as follows:

- 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.
- PART 2: A without prejudice discussion on project risks which will enable NZTA to increase confidence in its financial allocation. Discussions under Part 2 will not be binding on either NZTA or the tenderer. NZTA 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.

9.10.4 Matters to be discussed in **Part 1** shall include, but not be limited to:

- Resolving any outstanding issues including any ambiguities or shortcomings in the Tender Documents or tender submission;
- Confirming the tenderer's methodology and documenting specific intent where any potential misalignment is found;
- Confirming details on Alternative Tenders, and or documenting intents with respect to any value engineering proposition;
- Resolving any difficulties or risks noted where tendered rates are considered unrealistic or unsustainable.

9.10.5 Matters to be discussed in **Part 2** shall include, but not be limited to:

- Reviewing NZTA's risk register to establish completeness;
- Discussing uncertainty ranges associated with individual risks.

9.11 Tender Evaluation Report

9.11.1 The TET will prepare a tender evaluation report. NZTA will use this report in accepting and awarding the Contract according to its Contract administration procedures **<<Guidance note: this is commonly referred to as TET Report No 2 which discusses aspects of pricing and the outcomes of any pre-letting meetings>>**.

9.11.2 The report will include recommendations regarding the preferred tender and tenderer, and any applicable terms or conditions relating to the tender acceptance.

9.11.3 If NZTA 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.

10 Tender Acceptance and Debriefing

10.1 Tender Acceptance

- 10.1.1 Should there be delays in the award process, NZTA will advise tenderers whether their tender is still being considered.
- 10.1.2 NZTA will write to the successful tenderer at the earliest opportunity to inform them that their tender has been accepted.
- 10.1.3 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) **Price range for tenders received;**
 - 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
- 10.1.4 In the event that less than 3 conforming tenderers are received, only the information described in clause [10.1.3] items a), b), c) will be provided. In addition, each tenderer will be provided with their individual non-price attribute grades and SQP.

10.2 Tender Debriefing

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

11 Tender Evaluation Marking Forms

11.1 Tender Evaluation Marking Forms

11.1.1 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 sheet are consistent with section [4.2] of the RFT.>>**

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

<<Marking form to be used for projects **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)			
	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%]						
Maintenance Operations							
[Others]	[XX%]						
Summary Rating							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px;">Tenderer</td> <td style="width: 15%; padding: 5px;"></td> <td style="width: 70%; padding: 5px;">Relevant Experience Contractor Rating</td> </tr> </table>					Tenderer		Relevant Experience Contractor Rating
Tenderer		Relevant Experience Contractor 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 RFT. • Generally the number of factors 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 % • For major projects the period of currency may be extended without significant downgrading to their currency.>> 							
<p>Evaluator's Comments (Continue on Separate Sheet if Necessary)</p> <p>TET Note: relevant experience relates to the company, not individuals, and should include relevant experience of key subcontractors, if appropriate.</p>							

<<Marking form to be used for projects **Relevant Experience Designer**>>

RELEVANT EXPERIENCE DESIGNER (WEIGHTING [XX%])			FORM A	
Factors		Relevance [70%]	Currency [20%] (Years ago or % complete if under construction)	Scale [10%] (% of Estimate)
		<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
Geotechnical design	[XX%]		Note: Provide Summary Rating Only	Note: Provide Summary Rating Only
Structural design	[XX%]			
Pavement & surfacing design	[XX%]			
Traffic Safety Engineering	[XX%]			
Environmental	[XX%]			
Drainage	[XX%]			
[Others]	[XX%]			
Summary Rating				
Tenderer		Relevant Experience Contractor Rating		
<<Guidance Notes: <ul style="list-style-type: none"> Generally the number of factors 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 % 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)				
TET Note: relevant experience relates to the company, not individuals, and should include relevant experience of key subcontractors, if appropriate.				

TRACK RECORD CONTRACTOR (WEIGHTING [XX] %)		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 Contractor 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 there are not sufficient PACE reviews on record we will interview referees to determine the tenderer's ability to complete the work.</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 DESIGNER (WEIGHTING [XX] %)		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 Designer Rating
<p><<Guidance Notes:</p> <p>• Track record weightings to be inserted by document preparer.>></p>		
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 there are not sufficient PACE reviews on record we will interview referees to determine the tenderers ability to complete the work.</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%])

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
Contract Director	[XX%]		
Health, Safety and Wellbeing Manager	[XX%]		
Contractors Representative	[XX%]		
Contractor's Contract Manager	[XX%]		
Contractor's Senior field supervisor(s)	[XX%]		
Designer's Project Manager	[XX%]		
Designer's Site Representative	[XX%]		
Traffic Manager / Planner			
Site Traffic Management Supervisor			
[Others]	[XX%]		
Summary Rating			

Tenderer	Relevant Skills Contractor Rating
<<Guidance Notes: <ul style="list-style-type: none"> This list is not exhaustive. Ensure the personnel listed are appropriate for the project. Personnel should be limited to 2-3 of the contractor's key personnel and 2-3 of the designer'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 %. If left blank, the contractor can assume all factors have the same weighting.>> 	
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.	

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

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

RELEVANT SKILLS CONTRACTOR (WEIGHTING [XX%])**FORM C**

KEY PERSONNEL		PRACTICAL EXPERIENCE [70%]	QUALIFICATIONS AND TRAINING [30%]
	Weighting	(Formal Qualifications & Training)	
		<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, Safety and Wellbeing Design Manager	[XX%]		
Contract Director	[XX%]		
Contractors Representative	[XX%]		
Senior engineer (Earthworks)	[XX%]		
Senior Site Supervisor (Structures)	[XX%]		
Senior Site Supervisor (Pavement & Surfacing)	[XX%]		
Senior Site Supervisor (Earthworks)	[XX%]		
Quality Manager	[XX%]		
Environmental and Consent Compliance Manager	[XX%]		
Certified Laboratory Personnel	[XX%]		
Traffic Manager (TTM)	[XX%]		
Communications and Engagement Personnel	[XX%]		
Traffic Manager / Planner	[XX%]		
Site Traffic Management Supervisor	[XX%]		
[Others]	[XX%]		
Summary Rating			

RELEVANT SKILLS CONTRACTOR (WEIGHTING [XX%])		FORM C
Tenderer	Relevant Skills Contractor Rating	
<p><<Guidance Notes:</p> <ul style="list-style-type: none"> • This list is not exhaustive. Ensure the personnel listed are appropriate for the 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 %. If left blank, the contractor can assume all factors have the same weighting.>> 		
<p>Evaluator's Comments (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><<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>		

RELEVANT SKILLS DESIGNER (WEIGHTING [XX%])			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
Designer's Team Leader	[XX%]		
Designer's Deputy Team Leader	[XX%]		
Design Manager	[XX%]		
Designers	[XX%]		
Planning Personnel	[XX%]		
Bridging / Culvert Designer	[XX%]		
Geotechnical Engineer	[XX%]		
Designer's Site Representative	[XX%]		
[Others]	[XX%]		
Summary Rating			

Tenderer	Relevant Skills Designer Rating
<<Guidance Notes:	
<ul style="list-style-type: none"> • This list is not exhaustive. Ensure the personnel listed are appropriate for the project. Personnel should be limited to 4-8 of the consultant's key personnel involved with the project. • Sub attribute weightings are the default, and may be amended as appropriate • Factor weightings may be entered as a %.>> 	
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 >>	

METHODOLOGY (WEIGHTING [XX%])		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, Safety and Wellbeing	[XX%]	
Organisational Structure	[XX%]	
Financial Management and Reporting	[XX%]	
Construction Programme	[XX%]	
Temporary Works	[XX%]	
Structures	[XX%]	
Earthworks	[XX%]	
Pavement and surfacing	[XX%]	
Environmental and Consent Compliance	[XX%]	
Liaison (including Stakeholder consultation)	[XX%]	
Quality assurance	[XX%]	
Management of Risk	[XX%]	
Co-operative work environment	[XX%]	
Customer Management	[XX%]	
Permanent stormwater management	[XX%]	
Miscellaneous	[XX%]	
Maintenance Operations	[XX%]	
[Others]	[XX%]	
Summary Rating		
Tenderer		Methodology Rating
<<Guidance Notes: <ul style="list-style-type: none"> • Above are examples only. Nominate factors relevant to the project. • The factors should be limited to 5-8 and be project specific • Factor weightings may be entered as a %>> 		

METHODOLOGY (WEIGHTING [XX%])**FORM E****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.

12 Tender Form

TENDER FOR: Contract Number **[NZTA Contract No]**
[Contract Name]



NZTA Nominated Person
 New Zealand Transport Agency
 (Waka Kotahi)
[Delivery Address]
[City]

1. The Tenderer (the undersigned): _____

(Hereinafter called the Tenderer) having examined the Instructions for Tendering, Schedule of Prices, Basis of Payment, Principal's Requirements, the Specifications, the Conditions of Contract, and the Drawings referred to in the Principal's Requirements, offer to New Zealand Transport Agency to carry out the Contractor's design in conformity with the Contract Documents and to carry out, complete and rectify any defects in the whole of the said Contract Works in conformity with the Contract Documents and the Contractor's design for the sum (in words) of

\$ _____) excluding GST

The Tenderer undertakes to complete and deliver the whole of the Contract Works comprised in the contract within the time stated in the tender information schedule, section **[8.7]** of the RFT.

This tender, when accepted by you, shall constitute a binding contract between us.

The Tenderer understands that you reserve the right to reject any or all tenders.

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

5. Should this offer be accepted the Tenderer undertakes within seven days of acceptance to execute the following in accordance with the Conditions of Contract.

- a) Contractors Performance Bond (as Third Schedule to Conditions of Contract)
- b) Bond in Lieu of Retentions (as Fifth Schedule to Conditions of Contract)
- c) Certificate as to Contractor's Insurances (as Seventh Schedule to Conditions of Contract)

6. <<Include for contracts that fall under the NZTA PAI policy>> I/We understand 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 us from undertaking the Contract Works and/or acting for NZTA and that The Tenderer will keep NZTA 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: _____