



*Gordons Market as existing*

## **NCDC and NZ Aid Programme**

Redevelopment of Gordons Market

Design & Construct Documents

## **INSTRUCTIONS FOR TENDERING**

October 2016

# INSTRUCTIONS FOR TENDERING

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# 1. Background Information

## 1.1 Basis of Contract

- 1.1.1 This contract is to be awarded on a Design and Construct basis; and the Contractor will take full responsibility for carrying out the Contractor's Design and the Contract Works.
- 1.1.2 This contract will be administered under the FIDIC Conditions of Contract for Plant and Design-Build (the FIDIC 'yellow book').
- 1.1.3 The Employer for the Project is the National Capital District Commission (NCDC).
- 1.1.4 This project is co-funded by NCDC and the NZ Aid Programme through New Zealand Ministry of Foreign Affairs and Trade (MFAT) with UN Women administering the funding provided by MFAT.

## 1.2 Description of the Project

- 1.2.1 This project is for the Design and Construction of the Gordon's Market Redevelopment located in Port Moresby, Papua New Guinea.
- 1.2.2 The primary goal of the project is to improve the safety and economic opportunities of the users of Gordons Market and the wider population of Port Moresby.
- 1.2.3 NCDC, New Zealand Aid Programme, UN Women and Vendors Associations have jointly developed the design objectives for this development, which is intended to accommodate around 1,500 vendors (fresh produce and others) upon its completion.
- 1.2.4 The works comprise site demolition and clearance; bulk earthworks; installation of new drainage, parking and paving; and construction of roofed vendor areas with benches etc; and auxiliary market support buildings and toilets

## 1.3 Stakeholder Information

- 1.3.1 The project is an equal funding partnership between National Capital District Commission and NZ Aid Programme.
- 1.3.2 GHD is the Project Manager and Procurement Adviser for the procurement stage up until appointment of the contractor. The Contract Administrator is yet to be engaged
- 1.3.3 UN Women PNG are advisers to the project in their role of supporting the improvement of safety for women and girls at markets, through the Port Moresby Safe City Project.

## 1.4 Payments and GST

- 1.4.1 The project budget, inclusive of all NCDC and MFAT direct and indirect costs is capped at PGK 30,000,000. With NCDC and NZ Aid Programme each contributing 50% of the overall budget.

- 1.4.2 The NZ Aid Programme funds will be disbursed by UN Women PNG.
- 1.4.3 Payments will be made in Kina. The redevelopment is 0% GST rated as it is an Aid Project; and the resultant GST refunds will be managed by NCDC and UN Women.

## 1.5 Programme

- 1.5.1 Completion is required to be achieved by end of March 2018.
- 1.5.2 The existing market will be closed by NCDC Markets Division with a notification period of 2 weeks. This will be done to suit the contractor's programme.
- 1.5.3 It is essential that construction works are programmed to start immediately upon closure of the market; and that progress is continuous thereafter – i.e. the market site must not sit vacant at any time.

## 1.6 Security

- 1.6.1 The contractor will be responsible for site security from the date of closure of the market.
- 1.6.2 The contractor should ensure they are fully aware of risks associated with this specific location in Port Moresby.

## 1.7 Fraud and Corruption

- 1.7.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract, or if within the tender or evaluation period, exclude the Contractor from further involvement in the project.
- 1.7.2 For the purposes of this Sub-Clause:
- (a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 1.7.3 **Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the course of the project, then that employee shall be removed.**



## 2. Tender information

### 2.1 Desired Outcomes

**2.1.1** The Employer is seeking a Design and Construct contractor who will:

- (a) Provide the best value for money in the design, procurement and construction of the project while fully expending, but not exceeding, the D&B contract budget of K28,500,000
- (b) Clearly demonstrate the consideration of the principles of safety, equity and access in the design of the facility, while in addition, designing to reflect local practice with regard to use of space and furniture
- (c) Plan and undertake the Contract Works in a manner that is consistent with the Employer's Requirements; and ensure all works are undertaken to meet the minimum scope, and quality standards
- (d) Implement proactive strategies to enable the timely completion of the project;
- (e) Proactively explore ways to positively enhance and promote the Employer's and the projects image in the eyes of the public and the community.

**2.1.2** 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 Employer's expectations.

### 2.2 Tender Submission

**2.2.1** The Employer requires conforming tenders for this contract. Tenderers shall ensure that their tenders meet all the requirements of the Tender Documents.

**2.2.2** Each applicant will independently prepare a Concept Design during the course of the tender period. At the end of the tender period, each Tenderer will submit their tender, which is expected to consist of the following as a minimum:

- a. Non-price Attribute submission
- b. a well-developed Concept Design with accompanying 3 dimensional graphics, and schedules of materials; finishes; and fittings;
- c. a draft Programme (including design finalization, preconstruction activities construction sequencing, and critical path)
- d. proposed design check and design validation processes
- e. a draft Site Safety Plan including Safety in Design and Environmental Safety;
- f. a Baseline Risk Register and Mitigation Plan;
- g. The Lump Sum Price for the project with:
  - o a detailed cost breakdown with clear pricing assumptions

- the proposed methodology for keeping within the lump sum, including the tenderers planned approach avoidance or mitigation of variations
- an indicative project cash flow analysis
- h. notification of any substantive changes to the construction team including the key design consultants and subcontractors as previously identified for the EOI; and non-price attribute information to substantiate their selection

**2.2.3** All tendering costs are to be borne by the tenderer.

## **2.3 Key Contract Data**

**2.3.1** The following table summarises the key features of the contract. The information contained elsewhere within the Tender Documents shall over-rule this table if there is any ambiguity or conflict with the following information.

**Table 1 Key Contract Data**

DESCRIPTION	KEY CONTRACT DATA
Type of contract	Lump Sum
Supplier selection method	Weighted Attributes  (Note: It is expected tenderers will present proposals developing Gordon's Market delivering maximum compliance with the Employers Requirements within the D&B contract budget of 28,500,000.)
Conditions of Contract	FIDIC Yellow Book, First Edition (1999)
Contract Duration	To be nominated by tenderer, but not greater than 280 working days
Liquidated Damages	K1,000 per working day
Defects Notification Period	12 Months
Cost fluctuations	Do not apply
Closing date for tender queries	8 days prior to tender close
Tenders close	3:00pm, Friday, 25 November 2016
Inception Meeting	Tuesday, 18 October 2016; time tbc
Interactive tendering meeting	Tuesday, 18 October 2016; at 1:30pm Location: NCDC Lagatoi House Boardroom
Target for naming of preferred Tenderer	20 December 2016
Target date for Acceptance of Tender	03 February 2017

*Note: W/C = week commencing*

## **2.4 Communications During Tender Period**

- 2.4.1** For the purposes of this RFT, communications “During Tender Period” is from date of invitation to tender to tender closing date.
- 2.4.2** When Tenderers receive the Tender Documents, they shall notify the Consultant’s Nominated Person, Andrew Whaley of GHD Ltd, of the name and contact details of the person within their own organization with whom they will direct all communications during the tender period (the Tenderer’s Nominated Person).
- 2.4.3** All communications between the Consultant’s Nominated Person and applicants must be in writing. The tenderer must only contact the Consultant’s Nominated Person with questions associated with this project. For the purposes of this Tender, this includes facsimile and e-mail communication, which may include attachments.
- 2.4.4** Communications must be clearly labelled with the Employer’s assigned contract name. Communications not so addressed may be delayed and/or not actioned.
- 2.4.5** All Tenderer’s queries shall be addressed to:
- GHD Ltd, PO Box 13468, Christchurch 8141, New Zealand
- For Attention of: Andrew Whaley
- Contract Name: Gordons Market Redevelopment
- Email: [gordons.market.tender@ghd.com](mailto:gordons.market.tender@ghd.com)
- 2.4.6** Tenderer’s enquiries shall be raised with the Consultant’s Nominated Person as soon as possible but not later than the date shown on the tendering timetable (Table 1) of this RFT. Where the Employer considers it necessary and/or appropriate, they will endeavour to respond to all queries within 10 working days of receiving them.
- 2.4.7** It is the Tenderer’s responsibility to ensure that the Consultant’s Nominated Person has received any enquiry that they have raised.
- 2.4.8** Where the Employer considers it necessary and/or appropriate, the answers to any questions will be made in writing, by way of a Notice to Tenderers, which will subsequently be annexed to, and form part of, the Contract Documents. All Tenderers shall acknowledge receipt of each Notice to Tenderers by emailing or returning the associated Acknowledgement Receipt to the Tenders Secretary and also confirm receipt of each Notice to Tenderers in the tender submission.
- 2.4.9** Telephone communications shall be permitted between the Consultant’s Nominated Person and the Tenderer’s Nominated Person, for the purpose of clarifying the specific issues raised in that tenderer’s tender query. Discussions will be strictly limited to such clarifications. Any such telephone communication is non-contractual, and is for information only.



## **2.5 Communications – “Commercial in Confidence”**

- 2.5.1** Where a Tenderer's communication includes commercially sensitive information the Tenderer can request, and upon agreement, it can be given "Commercial in Confidence" status.
- 2.5.2** "Commercial in Confidence" communications must follow the requirements of Section 1.7 above, with the following additions:
- a. Communications that are "Commercial in Confidence" must be issued separately;
  - b. Communications that are "Commercial in Confidence" must be clearly marked "Commercial in Confidence".
- 2.5.3** The Employer will respect "Commercial in Confidence" communications. However where a significant event arises, which in the Employer's opinion threatens to frustrate or end the tender and/or contract process, the Employer reserves the right to inform all Tenderers by Notice to Tenderer or to terminate the tender process. If the Employer deems this to be the case it will communicate with the Tenderer who raised the "Commercial in Confidence" matter to seek their agreement (in writing) to relax the "Commercial in Confidence" status. If the Tenderer does not agree, the Employer will decide whether the communication should be the subject of a general communication to all Tenderers.

## **2.6 Conflict of Interest, Risk of Bias or Collusion**

- 2.6.1** Tenderers are required to declare, at the commencement, as soon as practicable after uplifting the Tender Documents, or as they become aware of them, any actual or potential conflicts of interest or risk of bias during the tender process, relating to any individual or company involved in the Tenderer's bid. This includes individuals and companies engaged in any subconsultant, subcontractor or other supply arrangement. The Tenderer must advise the Employer of the means that they intend to use to remove or mitigate such conflicts of interest or risk of bias.
- 2.6.2** 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 Employer.
- 2.6.3** Any Tenderer that is uncertain as to what would be considered by the Employer to be collusive or anti-competitive behaviour is encouraged to proactively discuss potential or perceived collusive behaviour with the nominated Probity Auditor and/or the Employer,

in advance to preparing their Tender. In such circumstances, the Tenderer may be required to disclose to the Employer the name of the competitor and the extent of any arrangements or agreements with them.

- 2.6.4** 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.
- 2.6.5** The Employer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the Probity Auditor and/or other appropriate authority(s), and to provide them with any relevant information, including their Tender Submission.
- 2.6.6** The Employer 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.
- 2.6.7** Similarly, the Employer reserves the right to decline the tender of any tenderer that cannot satisfactorily remove or mitigate a conflict of interest or risk of bias that, in the opinion of the Employer, creates an unfair advantage or impropriety in the tender process.
- 2.6.8** The Employer reserves the right to decline the tender of any tenderer that:
- Has been found to contravene their warrant, and / or
  - Cannot satisfactorily remove or mitigate a conflict of interest or risk of bias that, in the opinion of the Employer, creates an unfair advantage or impropriety in the tender process.
- 2.6.9** If the Employer determines that the Contractor has engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract, or if within the tender or evaluation period, exclude the Contractor from further involvement in the project.
- 2.6.10** Should any employee of the Contractor/Tenderer be determined to have engaged in corrupt, fraudulent, coercive, or obstructive practice during the tender period or the execution of the Contract, then that employee shall be removed.

## **2.7 Tender Tag and Clarification Statement**

- 2.7.1** The Employer's preference is that tenderers' tenders do not contain tags or clarifications. However, it is acknowledged that in some circumstances tenderers may feel it is necessary to tag or clarify their tender submission.
- 2.7.2** If the tenderer wishes to tag or clarify their tender submission in order to modify the contractual terms detailed in this Tender Document, then that tenderer must detail that modification in either their Tender Tag and Clarification Statement, or in an Alternative Tender Statement.

- 2.7.3** Tender Tag and Clarification Statements must include the following information for each item:
- a full description of the proposed change; and
  - the tenderer's reason for requiring such a change to the contractual requirements.
- 2.7.4** Only tag(s) or clarification(s) that comply with the above, and that are included in a tenderer's tender submission, shall be considered by the Employer.
- 2.7.5** Any statement that has the general effect of being a tag or clarification but is not included in a Tender Tag and Clarification Statement or Alternative Tender Statement
- may be disregarded at the Employer's discretion;
  - does not take precedence over the requirements of this Tender Document; and
  - is of no effect unless expressly recognised in writing by the Employer.
- 2.7.6** The Employer is not required to accept any tag or clarification. Tenderers may be required to modify or remove any or all tags or clarifications at the Employer's discretion. Failure to modify or remove a tag or clarification on request may result in that tender being deemed to be a Non-conforming Tender.
- 2.7.7** The Employer may, at its discretion, assign a premium to any tender in the tender evaluation process in respect of an accepted tag or clarification that the Employer considers to alter the risks, benefits, or cost of the project.

## **2.8 Electronic Information**

- 2.8.1** This tender has been distributed electronically. Additional electronic copies of tender documents can be obtained by emailing: [gordons.market.tender@ghd.com](mailto:gordons.market.tender@ghd.com)
- 2.8.2** Tenders will only be accepted in hard copy. An accompanying electronic copy on USB pen is also required.

## **2.9 Site Investigations**

- 2.9.1** Tenderers are required to make themselves familiar with the site and shall be deemed to have satisfied themselves as to the nature of the site before submitting their tender.

## **2.10 Specimen Design**

- 2.10.1** A Specimen Design / Masterplan for the project has been prepared by the Employer's professional consultant and is issued to Tenderers for information only.
- 2.10.2** 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.
- 2.10.3** It has been prepared on behalf of the Employer to facilitate discussions with stakeholders to clarify the technical issues with the site; and the operational requirements of the market

- 2.10.4** The Specimen Design does not provide a design that meets the requirements of the Tender Documents and in particular the Employer's Requirements. As the Specimen Design is not complete it is likely to contain errors and omissions. It has not been subject to all the design, design check and safety check requirements, amongst other things, of the Employer's Requirements.
- 2.10.5** Tenderers are required to clear all necessary constraints when submitting a Conceptual Design based on the Specimen Design.
- 2.10.6** The Employer gives no guarantee to Tenderers that the Specimen Design achieves fitness for purpose, whether in whole or in part. The Employer 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 the Employer supplies specifically relating to it.
- 2.10.7** 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 Employer'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.

## **2.11 Revisions to Employer's Requirements**

- 2.11.1** Where design concepts are not catered for in the Employer's Requirements, and the tenderer's concept is technically acceptable to the Employer, the Employer shall issue the tenderer, in writing, a 'Commercial in Confidence Schedule of Supplementary Requirements' for incorporation into their Conceptual Design proposal.
- 2.11.2** Where the Employer considers it necessary to amend the Employer's Requirements in order to ensure project compliance with the projects desired outcomes, a Schedule of Supplementary Requirements' will be issued to all tenders for incorporation into their Conceptual Design proposal.

## **2.12 Conceptual Design**

- 2.12.1** Even where the Employer 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.
- 2.12.2** 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.
- 2.12.3** The Employer's Requirements document is provided as part of the Tender Documents and describes the Employer's general and contract specific requirements that the Contractor's Design must meet.

- 2.12.4** The Employer 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 Employer's Requirements.
- 2.12.5** Where a particular aspect of element of the Conceptual Design is based on a number of design or performance criteria, the Tenderer shall avoid selecting a minimum or near minimum standard for two or more of these criteria, where the combination would result in a reduced overall outcome or performance. If the Tenderer considers this is unavoidable, they shall notify the Employer in writing as soon as possible. The Tenderer must include sufficient detail for the Employer to evaluate the situation.
- 2.12.6** The Conceptual Design should, as a minimum, include:
- a. the well-developed detailed concept for the overall site development including locations of ancillary buildings and pedestrian & vehicle circulation;
  - b. general Cross Sections x 4, and detailed sections at significant level changes;
  - c. architectural drawings to developed design stage including floor and roof plans; sections and elevations for each building - with accompanying 3D graphics;
  - d. site Drainage Plan with invert levels and finished ground levels;
  - e. indicative foundation and structural designs; and services plans
  - f. indicative layout of the numbers of vendors accommodated across the site, and including the detailed concepts for the facilities / furniture provided for each type of vendor
  - g. schedules of proposed materials and finishes, and architectural and services fittings; including technical specifications / data sheets.

## **2.13 Regulatory Approvals**

- 2.13.1** The Tenderer is responsible for allowing for their tender, including their Conceptual Design, to comply with any consents or licenses required by any regulatory authority in order to proceed with the Contract.
- 2.13.2** The successful Contractor will be required to quickly ascertain and complete the requirements in this regard as part of the design process.

## **2.14 Additional Project Information**

- 2.14.1** The reports and other information referred to in, or attached to, or made available with the Request for Tender Documents have been compiled in good faith and are provided for the information of Tenderers. Unless specifically stated otherwise, the Employer does not guarantee, and accepts no responsibility for, the accuracy or completeness or correctness of any data or information presented, or the correctness of any interpretations. Tenderers shall rely on all information provided by the Employer at their own risk.
- 2.14.2** A copy of the following documents is appended to these Tender Documents.

- Employers Requirements and Appendices: Project Brief; Specimen Design; Design Criteria;
- Cad file of Site Survey
- Site information: Title Plan; Geotechnical Report

## 2.15 Interactive Tender Process

- 2.15.1** An inception meeting will be held with all tenderers to provide an introduction to the project and background on the residual opportunities and risks.
- 2.15.2** Where requested by the tenderer, an Individual Interactive Tender Meeting will be held during the tender period between individual tenderers and the Employer. The meetings will be confidential, informal and non-contractual. This meeting shall be limited to 2 hours per tenderer, and is subject to the availability of the Employer. A maximum limit of one meeting per tenderer applies.
- 2.15.3** Tenderers shall submit to the Employer their proposed agenda 2 working days prior to the Individual Interactive tender meeting.
- 2.15.4** The purpose of these meetings is to resolve issues relating to the Tenderer's tender submission. The interactive tender process will also be used to address any anomalies, ambiguities, errors or omissions identified in the Tender Documents.

**Table 2 Interactive Meeting Dates**

INTERACTIVE MEETINGS	DATE / TIME / PLACE
Tender Inception Meeting	Tuesday, 18 October 2016; at 1:30pm Location: NCDC Lagatoi House Boardroom
Individual Interactive Meeting (Note: 1 only per tenderer on request)	Date & time to be advised

- 2.15.5** The Employer and their advisers will treat all information submitted and/or discussed in the interactive process as "Commercial in Confidence".
- 2.15.6** Matters to be discussed between the Employer and Tenderers during this individual interactive process may include, but not be limited to:
- a. The Employer's Requirements of the contract;
  - b. The tender documentation;
  - c. Work phasing, construction programming and contract period;
  - d. Proposed supervision of the Contract Works by the Contractor;
  - e. Management of statutory procedures, and design check requirements;
  - f. Site Security and Site & Environmental Safety;
  - g. Risk assessment associated with the Tenderer's proposals;
  - h. Consultation with third party project stakeholders;



- i. Concept scheme layout, aesthetics, finishes, fittings, etc;
- j. Environmental and social issues;
- k. Innovation in Crime Prevention Through Environmental Design (CPTED);
- l. Ongoing maintenance and operational issues and responsibilities;
- m. Alternative Tender proposals;

**2.15.7** Matters not to be discussed between the Employer and Tenderers during this interactive process shall include, but not be limited to:

- a. Promotional material relating to the Tenderer or the Tenderers sub-contractors.
- b. Pricing information relating to any aspect of the tenderer's conceptual design

## **2.16 Privacy**

**2.16.1** The Employer requires the consent and authority of the Tenderer, to discuss and verify the Tenderer's stated Relevant Experience and Track Record with all the parties associated with that experience and track record. This requirement also applies to the Tenderer's subcontractors, Consultant(s) and the individuals designated by the Tenderer to carry out aspects of the project.

**2.16.2** The authorised signatory in executing the Tender Form is deemed to have authorised the Employer (or its designated representative) to make enquiries concerning the performance of the tendering company. These enquiries will concern the works and/or projects listed as Relevant Experience and Track Record by the company in the Non-price Attributes section of their tender. The Employer may contact parties named as having involvement in the works/projects and other parties involved in the works/projects.

**2.16.3** The Tenderer gives up any claim to confidentiality for the works and/or projects they list as Relevant Experience and Track Record in the Non-price Attributes section of their tender.

## **2.17 Confidentiality**

**2.17.1** 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.

**2.17.2** 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.

## **2.18 Probity**

**2.18.1** An independent probity auditor has been appointed to overview the tendering process (up to contract award) and verify that the procedures set out in the Tender Documents are complied with. The Probity Auditor is not a member of the Tender Evaluation Team (TET). A tenderer concerned about any procedural issue has the right to contact the Probity Auditor and request a review. The outcome will be documented with copies

sent to both the tenderer who raised the issue and the Employer. The name of the Probity Auditor and their contact details are as follows:

Jonathan Roylance, Associate Director

Specialist Audit and Assurance Services, Audit New Zealand

PO Box 99; 100 Molesworth St Thorndon WELLINGTON 6140

Telephone: +64 4 496 3099

Email: [jonathan.roylance@auditnz.govt.nz](mailto:jonathan.roylance@auditnz.govt.nz)

## 3. Conditions of Tendering

### 3.1 Schedule of Tender Conditions

**Table 3 Schedule of Tender Conditions**

ITEM	GUIDANCE
Issue of Documents	By email; Tenderer to confirm receipt
Appointment to view site	To be discussed at inception meeting
Tenders closing date	3:00pm, Friday, 25 November 2016
Tenders closing location	c/o The Tenders Secretary NCDC Engineering Depot at 4 Mile
Submission of tender	Submissions shall be addressed to the National Capital District Commission In one secure envelope marked on the outside top-left-hand corner "Tender for Redevelopment of Gordons Market" and clearly identify the tenderer.  The Submission must contain the Form of Tender and the information required by this Request for Tender. An authorised representative of the tenderer must sign the original Tender.
Tender format	Tenderers must provide four (4) identical hard copies of their submission - one copy must be marked original and the others marked copy - with an electronic copy on USB.
Electronic submission of tenders	Are not permitted

### 3.2 Non-Price Attribute Submission

- 3.2.1** The non-price attribute submission must be on 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. The page limit, excluding additional pages, is 30 A4 pages. 1 double side printed A4 sheet is considered 2 pages. A3 size paper shall be deemed to be two A4 pages (or 4 A4 if double side printed), and shall be numbered accordingly.
- 3.2.2** The page limit includes all subcontract attribute information.
- 3.2.3** Additional pages may be included as follows:

- Title Page (**one** page)
- Covering Letter (**one** page, but will not be considered or evaluated as part of the tender evaluation)
- Index (**one** page)
- CV's (**two** Pages for each person nominated in the tender. Note: CV's are only required where the Tender has changed personnel from those nominated in their Expression of Interest)
- Outline Design and Build programme (**two** A3 pages, legible font)
- Indicative Cashflow (**one** A3 page)
- Conceptual Design (see section 2.12.6). Note: any information contained within the Concept Design information which is required within the Non-Price Attributes (30 pages) contained within the additional pages will not be taken into consideration during the evaluation of the non-price attributes.

### **3.3 Extension of Closing Date and Time**

- 3.3.1** If the Tender arrives after the latest date and time required for submissions, it may be considered as invalid. However, the Employer reserves the right to accept a late submission or extend the Closing Date and/or Time for submissions at its sole discretion. Any late Tender in respect of which the Employer chooses not to exercise its discretion shall be returned to the Tenderer unopened.

### **3.4 Acceptance of Tender**

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

### **3.5 Intellectual Property**

- 3.5.1** All New Intellectual Property held in any medium, whether electronic or otherwise, shall remain owned by the Tenderer until acceptance of tender. On acceptance of tender, all New Intellectual Property shall be jointly owned by the Employer and the Contractor. The Employer and the Contractor hereby grant to each of them individually an unrestricted royalty-free licence in perpetuity to copy or use such New Intellectual Property and each of them is free to make whatever use it wishes to the New Intellectual Property without any obligation to obtain the other's consent or to account for future benefits.
- 3.5.2** All pre-existing Intellectual Property shall remain the property of the original owner. The Employer's Intellectual Property shall remain the property of the Employer. The

Contractor hereby grants to the Employer, or agrees to procure the grant to the Employer of, an unrestricted, royalty-free licence to use and copy pre-existing Intellectual Property to the extent reasonably required to enable the Employer to use, maintain, adapt, update or amend the Contract Works. The Employer hereby grants to the Contractor an unrestricted, royalty-free licence to use and copy the Employer's Intellectual Property provided to the Contract to the extent reasonably required to enable the Contractor to carry out the Contract Works.

- 3.5.3** The Contractor confirms (save in respect of any of the Employer's Intellectual Property) that the New Intellectual Property, the Pre-existing Intellectual Property, the Design Documentation (Concept and Detailed) and the Contract Works will not infringe any intellectual property or other rights of any person.
- 3.5.4** The Contractor does not warrant the suitability of the New Intellectual Property for any purpose other than the Contract Works or any other use stated in the Contract.

## 4. Non-price attributes

### 4.1 Attribute Submission and Weighting

4.1.1 The Tenderer shall provide relevant information for each attribute identified below.

4.1.2 The information allows the Tender Evaluation Team (TET) to mark the attribute as provided for in the table below.

**Table 4 Attribute Weightings**

ATTRIBUTE	WEIGHT	CRITERIA ASSESSED
Design meets Employer's Requirements	25%	Flood protection; users safety (adoption of CPTED principles); Universal Access – through ease of navigation & site layout; accommodate given vendor numbers and vehicle circulation & parking; market & ancillary building - aesthetics; appropriate finishes & fittings; natural lighting & ventilation
Design aesthetics	15%	The proposed architectural design should reflect the local practice, culture and diversity of Port Moresby
Programme	5%	A detailed draft program that is as short as practical. Critical Path, key milestones & contingency identified Methodology for programme management provided.
Draft Site Safety Plan	5%	Including Environmental Safety and Safety in Design
Uncertainty/ Risk in Design	5%	Minimum risk approach to design and construction Procedures to achieve no surprises Risk and Opportunities matrix
Innovation	5%	Innovative approaches to address Employers Requirements, including cost control
Relevant Experience, Track Record and Relevant Skills	10%	Carried forward from the EOI evaluation (Tenderer to confirm that the same consultants and key sub-contractors are to be used).
Value for Money	30%	Best value for money within K28,500,000 D&B Contract budget  Detailed cost breakdown with clear assumptions Methodology for managing budget - i.e. no surprises An indicative project cash flow analysis
TOTAL	100%	



## **4.2 Consultant and Sub-contractor Relevant Experience**

- 4.2.1** The Tenderer is to confirm that they have not changed their team of Consultants and key Sub-contractors from that nominated in their EOI.
- 4.2.2** However, should the Tenderer wish to change any Consultants or key Sub-contractors the Employer may allow the use of a different team if the tenderer can demonstrate good reason for the change and is offering an equal or better alternative.
- 4.2.3** Such a change is to be pre-approved in writing by the Employer, and the Tenderer is to provide full information in support of the original EOI criteria of Relevant Experience, Track Record and Relevant; and a new score will be evaluated
- 4.2.4** For the purposes of this clause, key Sub-contractors are defined as those proposed to undertake greater than 10% of the works (by value).

## **4.3 Design meets Employer's Requirements**

- 4.3.1** The Tenderer shall include specific details on how their design best meets the Employer's requirements. Furthermore, in order to satisfy the Employer's expectation of a robust, high quality end product, each tenderer shall submit:
- Schedules of finishes
  - Schedules of fittings, including electrical, plumbing, and sanitary
  - Technical Specifications, including schedules of material selections and the standards they meet

## **4.4 Design aesthetics**

- 4.4.1** The tenderer's design aesthetics shall be judged on how it reflects the character of Port Moresby and Papua New Guinea, while providing legibility of circulation and an inviting and attractive street presence. To adequately display these features, tenderers shall submit 3D imagery, including fly-throughs, of the proposed design.

## **4.5 Programme**

- 4.5.1** The Employer's intention is for the project to be completed as quickly as is practical. Tenderers shall submit with their tender a preliminary works programme indicating the sequence of tasks and completion dates. The project's critical path and key project milestones must also be identified.
- 4.5.2** Tenderers must describe the methodology they will use to carry out the works in the required time including incorporating a contingency allowance.
- 4.5.3** A detailed programme will be required from the Contractor prior to work commencing

## **4.6 Site Safety**

- 4.6.1** The Tenderer is to provide an outline of their approach to the project Health and Safety requirements; including Site Safety; Safety in Design, and Environmental Safety.

## **4.7 Uncertainty / Risk in Design**

- 4.7.1** The Employer seeks a 'no surprises' contract execution. Tenderers shall describe how they will manage risk and uncertainty throughout the execution of the contract, with particular detail assigned to:
- Any hold points throughout the design process;
  - The creation of a risk and opportunities matrix;
  - Detailing how the tenderer will minimise risk items throughout the execution of the contract.

## **4.8 Innovation**

- 4.8.1** Tenderers shall detail which, if any, innovative features they have incorporated into their design and/or their construction processes. Potential areas for innovation include: (but are not limited to)
- utilising mobile technology to improve the vendor and customer experiences of the market;
  - crime prevention techniques, either through design or through technology
  - any other innovations which will address the Employer's Requirements.

## **4.9 Value for Money**

- 4.9.1** The Tenderer is to provide a detailed cost breakdown for the works with clear statements of the extent of compliance with Project Brief and assumptions made.
- 4.9.2** The Tenderer is to provide a well-developed methodology of their approach to fully expending, but not exceeding, the D&B contract budget of K28,500,000.

## 5. Tender Information schedules

### 5.1 General

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

### 5.2 Proposed Consultants

- 5.2.1 The Tenderer must complete the following table about their proposed Consultants.

**Table 5 Proposed Consultants**

PROPOSED CONSULTANT	DISCIPLINE

### 5.1 Proposed Sub-contractors

- 5.1.1 The Tenderer must complete the following table about their proposed Subcontractors.

**Table 6 Proposed Subcontractors**

SUBCONTRACTOR	TYPE OF WORKS

### 5.2 Acknowledgement of Notices To Tenderers

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

NTT NUMBERS	NTST NUMBERS

- 5.2.2** The Tenderer must allow for the impact of changes resulting from the Notices in their tender.

### **5.3 Contractor's Occupational Health and Safety Management Information**

- 5.3.1** To facilitate legislative compliance, a safe working environment and industry best practice, the Employer needs to demonstrate that it has taken "all practicable steps" to ensure that contractors have implemented a systematic approach to safety management practices, and that they have appropriately trained employees.
- 5.3.2** The Employer requires all contractors to either:
- be registered with an approved Health and Safety (H&S) provider, or
  - be accredited with a H&S system acceptable to the Employer, and meet or exceed the requirements of industry best practice.
- 5.3.3** The Tenderer shall provide copies of documents to provide evidence of compliance with the Standards referred to in the form overleaf, and submit with their tender.
- 5.3.4** Tenders that do not include the information required below may be deemed to be non-conforming.

<b>CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT</b>	
Please confirm which H&S system acceptable to the Employer that you comply with:	
Accredited H&S Systems in conformance with AS/NZS 4801 or OHSAS 18001 scoped to roading, construction, maintenance and other works that will be performed by your company on this contract:	
<input type="checkbox"/>	AS/NZS 4801 extended to include management of subcontractors (attach copy of current "evidence-based" audit certificate); or
<input type="checkbox"/>	OHSAS 18001: extended to include for employee participation.
<b>DECLARATION</b>	
I confirm our organisation will have H&S processes and systems in place for this contract and that our systems or system provider are committed to working towards industry best practice to continuously improve H&S outcomes within the civil sector. I authorise the Employer to discuss and verify our organisation's stated H&S record	
Signed:	
Name (print):	
For & on behalf of:	
Position	
Date	

## 5.4 Tenderer Declaration

### DECLARATION

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the Tender Documents.

I/We understand that false information could result in my/our tender being rejected.

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

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

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

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

I/We warrant that this tender has been prepared without any consultation, communication, contract, arrangement or understanding with any competitor other than in the circumstances identified in Clause 2.6.2.

Signed:	
Name (print):	
For & on behalf of:	
Position	
Date	

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

## **6. Tender Evaluation Procedure**

### **6.1 Overview**

- 6.1.1** Tenders for this contract will be evaluated based on non-price attributes using a purchaser nominated price based supplier selection method.
- 6.1.2** The tender with the highest total non-price attribute grade shall be the preferred tender.

### **6.2 Tender Evaluation Team**

- 6.2.1** A Tender Evaluation Team (TET), will be formed to evaluate tenders; and will be led by Andrew Whaley of GHD Limited
- 6.2.2** The TET will be supported by expert advisors as required.

### **6.3 Non-Price Attribute Evaluation**

- 6.3.1** The TET will individually read the contents of each tender submission and evaluate and grade the Non-price Attributes using the headings in the Tender Evaluation Marking Forms in this RFT.

### **6.4 Interviews**

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

### **6.5 Agreement of Non-Price Attribute Grades**

- 6.5.1** The TET will meet to agree each Tenderer's Non-price Attribute scores and overall grade. The TET will evaluate the proposals based on a direct comparison of each tender submission, and rank each tender in order based on the markings gained in the evaluation.
- 6.5.2** Assistance from expert advisors will be requested as required. The TET will endeavour to reach a consensus. If the TET cannot reach a consensus, the TET Leader shall consider the teams' attribute scores and decide the final attribute score.
- 6.5.3** Where the tenderer does not meet the minimum standard required of these Tender Documents or a grade of [35] or less is awarded for any non-price attribute, the tender will be deemed to be a Non-conforming Tender and no further evaluation will take place.

### **6.6 Non-price Attribute Evaluation Report**

- 6.6.1** The TET will complete a Non-price Attribute evaluation report. The report will include recommendations regarding the preferred tender, and any applicable terms or conditions relating to the tender acceptance.



- 6.6.2** This report's recommendation of the preferred tenderer will require formal approval according to the Employer's contract administration procedures – i.e. from the NCDC Board of Commissioners
- 6.6.3** If the Employer confirms approval of the recommendation of the TET, it will then seek pre-letting discussions with the preferred Tenderer.

## **6.7 Pre-letting Meetings**

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

## **7. Tender acceptance and debriefing**

### **7.1 Tender Acceptance**

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

### **7.2 Tender Debriefing**

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

## 8. Tender Evaluation Marking Forms

## 8.1 Tender Evaluation Marking Forms

**8.1.1** The TET will use the following tender evaluation marking form to evaluate each Tenderer's Non-price Attribute submission.

Attribute Assessment		
Tenderer  .....	Weightings	Evaluator's Score (%)
		35 or less: Poor 40, 45: Below Average 50, 55: Average 60, 65, 70: Above Average
Attribute		
Design meets Employer's Requirements	25%	.....
Design aesthetics	15%	.....
Programme	5%	.....
Draft Site Safety Plan	5%	
Uncertainty / Risk in design	5%	.....
Innovation	5%	.....
Relevant Experience / Track Record	10%	.....
Value for Money	30%	.....
<b>Summary Rating</b>	100%	.....
Evaluator's Comments (Continue on Separate Sheet if Necessary)		
Evaluator's Signature		

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Document Status

Revision	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
Rev 0	Ian Hay	Andrew Whaley		Bob McKelvey		

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