



**Contract C01/10
Tararua District
Road Maintenance
2010**

Tender Documents

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1. **Key Information for Tenderers**

1.1 **Description of Contract**

1.1.1 **Works Included**

This Contract includes the following work activities:

- Regular inspection of the Network
- The maintenance of all sealed and unsealed roads including:
 - Culverts/stormwater structures/concrete kerb and channels/surface water channels and side drains.
 - Drainage systems on all road bridges.
 - Surfaces, kerbs, handrails and expansion joints on road bridges
 - Traffic Services – signs/marker posts/sight rails and guard rails.
- Rural mowing of verges.
- The preparation, implementation and management of:
 - A Contract Quality Plan (CQP)
 - A Site Safety Plan
 - A Traffic Management Plan (TMP)
- In the prescribed electronic form, a Monthly Programme of Work and Monthly Claims.

1.1.2 **Non-Exclusivity**

The Contractor shall not have the sole rights to undertake all of the activities associated with these works. The Principal reserves the right at its discretion to engage other Contractors to undertake portions of these works. This will occur particularly where the Engineer considers that specialist skills are required, where urgent work is necessary, or when the Contractor's resources are inadequate or overcommitted.

1.1.3 **Third Party Involvement**

Due to unforeseen road closure of the State Highway Network, such as the Manawatu Gorge, there will be a requirement for the Contractor to seek payments from NZTA (or such specified), for authorised work that may need to be undertaken on any Local Authority Road that may have been used by State Highway traffic. Claims for payment shall be forwarded to Tararua District Council for checking, and will then be forwarded to the State Highway Controlling Authority for payment.

1.2 **Contract Objectives**

1.2.1 **Principal's Expectations**

The Principal is seeking a tenderer who will enter into a partnership with the Council to:

- Promote its goals of:

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- Providing a safe and more efficient network
 - Minimising costs and increasing user satisfaction with the network
 - Implement proactive strategies to enable the timely completion of the Contract Works
 - Develop and implement innovative work methods and/or materials that result in enhanced performance and an overall cost saving
 - Develop unwavering commitment and support from all levels of management including consistent and public endorsement of the principles of partnering.

Due to the nature of the Contract Works, tenderers must demonstrate in their submissions they:

- Understand these documents' requirements
- Can provide the necessary resources and commitment to successfully complete the Contract Works

1.2.2 Contractor's Objectives

The Contractor shall monitor the network and carry out the programmed maintenance, to the standards specified in these Contract Documents, such that the contract objectives outlined in Clause 1.1 of the Request for Tender and above are met.

Where the Contractor fails to provide the level of service required by the Contract Documents, the Engineer will request re-work, and no payment will be made for that item until the work meets the specification.

The nature of this contract is such that the Contractor is required to have a permanent depot, plant and group of staff resident within the District. As well as regular routine maintenance requirements, the Contractor will be required to respond to emergency situations requiring the availability of resources (plant and personnel) at short notice.

The Contractor will have a level of preparedness to attend and cope with:

- The Network during storms and other natural events
- Damage caused by motor vehicle accidents
- Civil Defence and Rural Fire requirements

1.2.3 Engineer's Obligations

The Engineer will complete routine inspections of the network and audits of the CQP to:

- Monitor the progress and performance of the Contractor in completing the approved Works Programmes
- Certify the Contractor's claims for payment in accordance with the Contract Documents and supporting documentation

The Engineer's inspections will be based on a random sample of the Contractor's work comprising at least 10% of the tasks claimed as completed during the month.

1.3 Contract Term

The contract is for a three year term, plus one, plus one, commencing 1 July 2010, with the three year term ending on 30 June 2013.

The Contract will be rolled over into subsequent years, as provided for in the Conditions of Contract, at the existing scheduled rates inclusive of cost fluctuations, subject to ongoing performance by the Contractor.

The Principal's decision to award the rollover will be influenced by:

- The Contractor's ability to carry out the works in accordance with the Work Specification
- The overall standard of service available to the road user with no compromise in traffic safety evident
- The monthly and weekly report to be in accordance with the Work Specification
- The results of 3 monthly Performance Evaluation (PACE). The Contractor must achieve an average score greater than 55 for the Separable Portion of the Contract due for completion.

The decision to extend the Contract into subsequent years will be made prior to 31 March of the year in which the rollover is to occur.

1.4 Tender Submission

Tenders shall be submitted (see Conditions of Tendering, Clause 105) in three envelopes:

Envelopes 1 and 2 shall be marked on the outside of the envelope with the tenderer's name and

- Tender for C01/10 - Envelope 1: Proposal Excluding Price
- Tender for C01/10 - Envelope 2: Price

These two envelopes will be submitted together in a third envelope, Envelope 3, marked on the outside of the envelope with the Tenderers name and 'Tender for C01/10 Tararua District Road Maintenance Contract', and addressed to:

The Tenders Secretary

Tararua District Council

P O Box 115

26 Gordon St

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1.5 Tender Queries

Queries during the tender period must be submitted in writing no later than 3 days before the tender closing date (see Conditions of Tendering, Clause 104). The queries shall be addressed to:

Mr R B Cannon

Engineering Services

P O Box 12

WOODVILLE

Phone (06) 376 0200

Fax (06) 376 1020

1.6 Tender Evaluation

1.6.1 Evaluation

Tenders for this contract will be evaluated using the Weighted Attribute Method (see Transfund NZ's Competitive Pricing Procedures Manual).

The tender evaluation procedure and tender evaluation forms are detailed in Sections 6 and 7 (of these Tender Documents) respectively.

1.7 Quality Assurance

TNZ Q/4: High Level QA Contracts applies to this Contract.

1.8 Privacy Act

Submitting a tender for this contract authorises the person(s) evaluating the tender to contact the people nominated under the Relevant Experience and Track Record attributes. They may discuss the tenderer's performance (including the performance of the nominated personnel) on the nominated projects.

1.9 Communications

1.9.1 Meetings

Prior to the Date of Occupancy of Site, the Contractor is to contact the Engineer to arrange an initial contract meeting. The meeting shall be held at the Engineer's office at a date and time agreed.

Forward Maintenance Strategy Meetings, between the Engineer and the Contractor, will be held on a three monthly basis 15 days prior to the new quarter. The purpose of these meetings is for the consultant to discuss with the Contractor the overall pavement strategy for the quarter.

More frequent meetings between the Engineer and the Contractor may be held at the discretion of the Engineer, but generally not more frequently than once per month. The purpose of these meetings will be to review the Contractor's performance and proposed work programmes, and to discuss problems identified by the Contractor or the Engineer.

Every six months the Contractor will be required to attend a workshop where all Council stakeholders are represented. The purpose of the workshop is to bring together Councillors, Council staff, Consultant staff and Contractor staff, to encourage the foundation of a cooperative working arrangement. The main aims are to provide for communication between all parties so that there is the widest possible understanding by everyone of the situation and each other's position and viewpoint. These workshops will be arranged and managed by Council, who will appoint a Partnering Facilitator to focus discussions on:

- A high standard of communication between all parties
- Key issues and concerns of the parties
- Developing action plans, which assist the parties to meet the objectives
- Developing good working relationships between three parties
- Developing systems to meet the needs of the end user
- Honest and constructive dialogue between parties
- Providing a focus on service for staff from all organisations

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- Improving understanding of the overall intent of the contract
 - Promoting systems in place to review and resolve issues and differences before they become disputes

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2. *Conditions of Tendering*

The Conditions of Tendering are those included in NZS 3910:2003 - Conditions of Contract for Building and Civil Engineering Construction, as amended overleaf.

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3. *Schedule to Conditions of Tendering*

Add the following new clause, **Clause 104.4**:

104.4

Unauthorised Alteration

No unauthorised alteration to the Tender Documents shall be accepted.

Add the following new clause, **Clause 104.5**:

104.5

Tagged Tenders

Tags that may be of long term benefit to the Principal are to be evaluated, solely at the discretion of the Principal, as to their acceptability and cost implication. The tenderer will be requested to remove all unacceptable tags and shall not be allowed to amend the Total Tender Sum. Refusal to remove the tag may result in the tender being rejected. If the tenderer refuses to remove the tag and the tender is not rejected, the tag may be valued and the adjusted Total Tender Sum determined by the Principal. If the consequence of the tag is unacceptable to the Principal, the tender will be considered to be non-conforming and will be rejected.

Amend **Clause 105.2** by deleting the second sentence and adding the following new sentences.

- Tenders received after the advertised closing time will be rejected.
- Fax or other electronic means of delivering tenders to the Principal will not be acceptable.

Add the following new clause, **Clause 105.7**:

105.7

Alternative tenders will not be accepted.

Amend **Clause 106.1** by adding the following new sentences.

106.1

The Principal reserves the right to reject all tenders. The Principal will not necessarily accept the lowest price, or lowest conforming tender or the tender with the highest Index for Tender.

102.2 No tender document deposit is required

103.1 (b) No appointment need be made to view the Site.

105.1 Tenders shall close at 26 Gordon St, Dannevirke at 4.00 pm on Friday the 23rd day of April 2010.

105.1(b) Faxed or electronic tenders will not be acceptable.

105.2 Tararua District Council will automatically reject any tender received after the time stipulated, irrespective of the reason for lateness.

105.3(b) No percentage for On-Site Overheads shall be nominated in the tender.

105.3(d) No percentage for Off-Site Overheads and Profit shall be nominated in the tender.

105.3(f) No rate per Working Day in compensation for time related Cost and Profit incurred in relation to an extension of time shall be nominated in the tender.

105.3(g) Supplementary information required to be submitted with the tender is:

(a) Envelope No. 1: Proposal Excluding Price

The information in this envelope must include the:

- Tenderer's Non-price Attributes (see Section 4 below)

The tenderer's attributes shall not exceed 25 pages of single sided A4 size pages of ordinary type (12 point Times Roman or similar typeface) Included with the Attribute information will be the completed Health and Safety Questionnaire. The pages of the questionnaire may be additional to the above 25 pages.

For submissions that exceed the page limit, the first 25 pages (excluding the additional pages) only will be considered during the evaluation.

- Additional pages may be included as follows:

- i) Title Page (one page)
- ii) Index (one page)
- iii) CVs (2 pages only for each person nominated in the tender)
- iv) Quality assurance certification.
- v) signed and completed Tender Information Schedule (see Section 5 below)

- all Tags and/or Clarifications as appropriate. Tags and/or Clarifications included in Envelope 2 will not be considered during the tender evaluation process.

(b) Envelope No 2: Price

This envelope must include the completed and signed:

- Tender Form
- Schedule of Prices

4. Non-Price Attributes

4.1 Attribute Weighting

The tenderer shall provide information about the following attributes (see Conditions of Tendering, Clause 105.3). The weighting for each attribute (W) is shown in brackets:

- Methodology (W = 15%)
- Relevant Experience (W = 9%)
- Management Skills (W = 6%)
- Price (W = 70 %)

The information required under these items is detailed below.

The Principal's expectation is that the attributes must identify the Tenderers' experience and knowledge of conditions within the Tararua District, and that personnel and plant nominated for the Contract are those that will be directly employed on the contract works.

Tenderers should note that in evaluating the attributes, the definitions and comments published in the Transfund Competitive Pricing Procedures Manual Appendix E will be closely followed.

4.1.1 Methodology

Tenderers must describe the methodology they will use to complete the Contract Works on time and to the standards specified in the Contract Documents.

4.1.2 Relevant Experience

Tenderers must:

- provide details of five projects that demonstrate their experience to complete the Contract Works described in these documents
- list all sub-contractors proposed to complete at least 5% of the value of the Contract Works (see Clause 5.2 of these Tender Documents), and provide detailed evidence of their experience to complete the Contract Works described in these documents.
- The information provided must include all of the following:
 - the name, location, value and the year(s) each of the projects was completed
 - the Engineer's name, company and contact telephone number(s)
 - the relevance of the project.

4.1.3 Management Skills

Tenderers must describe the management methods and skills they will use to successfully complete the Contract Works. The description must include:

- all nominated Personnel's attributes and management skills
- lines of communication within the contract management team and with the Engineer
- delegation of duties and authority

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- how the systems will be implemented and managed
 - training and management of staff at various levels.

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5. Tender Information Schedule

5.1 Current Commitments

The tenderer must complete the following table about their current commitments:

Engineer	Project Name	Annual Value (\$M)			Completion Date
		< 0.1	0.1 - 0.5	>0.5	

5.2 Proposed Sub-contractors

The tenderer must complete the following table about their proposed Sub-contractors.

Name	Type and Extent of Works to be Completed

5.3 Acknowledgment of Notices to Tenderers

The tenderer must:

- circle the number of each Notice to Tenderer received during the tender period

Number: 1 2 3 4 5 6 7 8 9 10

- allow for the impact of changes from the Notices in the Tender

Tenderer's Signature:

Date

5.4 Health and Safety Questionnaire

This questionnaire is to be completed by ticking the appropriate answer box and giving details as required and is to be included with the Management section of the non price attributes.

Leadership and Commitment		
1.	Do you have a Safety and Health Policy stating your commitment to the management of Safety and Health? (submit one copy)	YES NO
2.	Do you have an organisational structure for implementing of policy objectives? (submit one copy of organisation chart)	YES NO
3.	How is the Safety and Health policy communicated to employees? _____ _____ _____ _____	
Hazard Management		
4.	Do you have a method to systematically identify all hazards of the workplace and effectively control those assessed as significant? (submit sample of procedure)	YES NO
5.	What methods are used to involve employees in the identification and control of hazards? _____ _____ _____ _____	
6.	How are employee's informed of the hazards of the workplace and how they are controlled? _____ _____ _____ _____	
Accident Reporting and Investigation		
7.	Do you have a procedure for reporting and investigating accidents, near misses and hazards? (submit sample of procedure)	YES NO
Training and Supervision		
8.	What steps are taken to ensure all employees are adequately trained and/or supervised? _____ _____ _____ _____	

Personal Protective Equipment			
9.	What arrangements do you have for the provision of Personal Protective Equipment both standard issue and that required for special activities?		
Emergency Procedures			
10.	Do you have workplace emergency procedures? (submit sample of procedure)	YES	NO
11.	Have employees received training in emergency procedures?	YES	NO
Sub-Contractors			
12.	Do you have a procedure for engaging subcontractors for the contract, with you in the role of Principal? (submit sample of procedure)	YES	NO
13.	How are safety issues communicated amongst employees and subcontractors i.e. safety meetings, inspections, audits?		
14.	Do you have a procedure to monitor the performance of subcontractors? (submit sample of procedure)	YES	NO

6. Tender Evaluation Procedure

6.1 Tender Evaluation Team

A team will be formed to evaluate tenders using the Tender Evaluation forms.

The team will comprise of: Ray Cannon (Engineering Services Manager), Tom Dodd (Design Manager, Engineering Services), Jack Steed (Taranaki District Council Roading Liaison Manager), and others to be advised.

6.2 Tender Evaluation Procedure

The tender evaluation team members will evaluate and grade the three scoring non-price attributes provided by the tenderers following the guidelines published in Transfund's Competitive Pricing Procedures Manual Appendix E. For the evaluation of methodology, relevant experience and management skills they will take into account:

- the Principal's records of contracts the tenderers have completed
- their personal views about the tenderers' experience
- information from referees and organisations the tenderers have worked for.

In addition, for the evaluation of the tenderers:

- resources, they will take into account their personal views about the suitability of the tenderers resources and systems to complete the work
- methodology, they will take into account their personal views about:
 - best practice
 - the appropriate methodology to complete the work.

The team will meet to decide each tenderer's overall grade. In doing so, the team must endeavour to reach a consensus, and explain the basis of their attribute scoring. If the team cannot reach a consensus, the tender evaluation team leader must consider the teams' attribute scores and decide the final attribute grade.

7. Tender Evaluation Marking Forms

7.1 Marking Schedule

Attributes will be evaluated in accordance with the following Marking Schedules:

7.1.1 Methodology

Methodology					
Possible Score	Appropriateness 70%		Quality and Innovation 30%		Weighted Mark
90,95 or 100	Exceeds requirements in every regard	Mark	Exceeds requirements in every regard. Good benefits to clients.	Mark	
80 or 85	Meets the requirements		Meets the requirements. Some benefits to client. No disbenefit to client.		
60,65,70 or 75	Adequate, some deficiencies		Adequate, some deficiencies. No disbenefit to client.		
40,45,50 or 55	Barely adequate		Barely adequate. Some disbenefits to client.		
≤35	Inappropriate		Inappropriate. Unacceptable disbenefits to client.		

7.1.2 Relevant Experience

Relevant Experience							
Possible Score	Experience 50%		Scale of Experience 30%		When 20%		Weighted Mark
90,95,100 80-85	Directly applicable, very related	Mark	Same size or smaller	Mark	In current or previous year	Mark	
60,65,70,75	Related		1/3 to 1/2 this package		Last three years		
40,45,50,55	Barely related		Up to 1/3 this package		5-10 years		
≤35	Unrelated		Very small		Over 10 years		

7.1.3 Management Skills

Management Skills							
Possible Score	Company Systems 20%		People 50%		Commitment and Backup 30%		Weighted Mark
90,95 or 100	Exceeds requirements in every regard	Mark	Exceeds requirements in every regard	Mark	Exceeds requirements in every regard	Mark	
80 or 85	Meets the requirements		Meets the requirements		Meets the requirements		
60,65,70 or 75	Generally meets requirements, some deficiencies		Generally meets requirements, some deficiencies		Generally meets requirements, some deficiencies		
40,45,50 or 55	Barely adequate		Barely adequate		Barely adequate		
≤35	Inappropriate		Inappropriate		Inappropriate		

7.1.4 Summary of Non-price Attributes

Summary of Non-Price Attributes			
Attribute	Mark	Weight %	Weighted Mark
Methodology		15	
Relevant Experience		9	
Management Skills		6	
Total:		30	

TENDER FOR: C01/10 Tararua District Road Maintenance

The Chief Executive

Tararua District Council

P O Box 115

DANNEVIRKE

1. I/We (the undersigned) do hereby tender the sum of _____

_____ (\$ _____) excluding GST for the above mentioned works in accordance with the drawings, specifications, and conditions of contract.

(a) The Tenderer is/is not a registered person in terms of the Goods and Services Tax Act 1995.

The Tenderer's GST registration number is: _____

(b) The Tenderer is not required to be a registered person under the Goods and Services Tax Act 1995.

2. Unless and until a formal agreement is prepared and executed, this Tender, together with written acceptance thereof, shall constitute a binding agreement between us.

3. We further understand that no payment will be made until the Contract Agreement is signed by both Parties, and if successful, we will sign without delay.

4. We understand the Principal is not bound to accept the lowest or any tender.

Name of Company: _____

Signature: _____

Address: _____

Contact Person: _____

Telephone No: _____ Fax No: _____

Date: _____