



SOUTH WAIRARAPA  
DISTRICT COUNCIL  
*Kia Reretahi Tātau*

# Request for Tenders



## Hinekura Road Remediation

### Contract number C1255

FINAL 24 November 2023

**RFT released:** 24 November 2023

**Deadline for Questions:** 07 December 2023

**Deadline for Proposals:** 12 pm, 14 December 2023

**Interviews for Short-listed Tenderers:** 18-20 December 2023

# REQUEST FOR TENDER

Hinekura Road Remediation

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## Contents

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This opportunity in a nutshell.....	1
SECTION 1: Key information .....	2
SECTION 2: Our Requirements.....	4
SECTION 3: Our Evaluation Approach .....	6
SECTION 4: Pricing information .....	9
SECTION 5: Our Proposed Contract .....	9
SECTION 6: RFP Process, Terms and Conditions .....	10

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## This opportunity in a nutshell

Following several severe weather events, Hinekura Road was impacted by a series of major slips that made the road impassable on several occasions in 2020 and 2021. In June 2022, a significant landslide left a length of 1.3 km on Hinekura Road substantially damaged beyond repair and a decision was made to close the road to all traffic and pedestrians due to the high level of risk from a landslide that continued to move.

Further investigation and analysis were undertaken, including a number of geotechnical assessments leading to development of a range of options for restoring access. All geotechnical information secured to date will be made available to tenderers.

Several of those proposed options are unaffordable; hence Council has resolved to restore access as best as can be achieved within a tightly controlled available budget.

This procurement seeks to contract a road construction contractor who can partner with a capable and experienced geotechnical engineer to provide recommendations and road reconstruction to restore access across the slip area..

### What We Need

Council is looking for a contractor who can provide a combination of capable geotechnical input, combined with a capable road construction and rehabilitation team, who can find a pragmatic and cost-effective solution to restoring access for users of this road. Council recognises that the road will be subject to risks of future slips and ongoing maintenance requirements which fall outside the proposed scope of works.

It is expected that the geotechnical investigation can be completed during the tender period; and the physical works component is likely to take 4 to 6 weeks. Physical works must be done in the summer of 2023 - 2024, with completion by the end of March 2024 at the latest.

### What's important to us

We are keen to provide an urgent solution to restore access for users of Hinekura Road, supported by sound geotechnical design that will maximise the resilience of the road within a tightly constrained budget. We also are keen to use this contract to boost regional benefits and engineering skills within our area, where possible.

### Why should you bid?

This project will provide long-awaited access restoration for residents within this area; giving significant relief to local community frustrations following the slips in 2021 and 2022.

It is a solid opportunity for a contractor and its geotechnical partner to work with South Wairarapa District Council to address a critical community issue; and build a solid track record in earthworks deliver and road remediation.

### A bit about us

South Wairarapa District Council is responsible for developing and maintaining a wide range of public services and facilities to provide a quality lifestyle for people living in the district, including infrastructure such as roading, water supplies, sewerage and wastewater disposal, parks, and street lights.



## SECTION 1: Key information



### 1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal the remediation of Hinekura Road, to provide access across the area that has been blocked by slips in 2021 and 2022..
- b. This RFP is a two-stage procurement process, comprising a simple written response followed by an interview process to fast-track supplier selection.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means ‘a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.’. Definitions are at the end of [Section 6](#).



### 1.2 Our timeline

- a. Here is our timeline for this RFP.

**Steps in RFP process:**

**Date:**

RFT Released	24 November 2023
Deadline for Questions from suppliers:	07 December 2023
Deadline for the Buyer to answer suppliers’ questions:	10 December 2023
<b>Deadline for Proposals:</b>	12pm, 14 December 2023
Short-listed tenderers interviews	18-20 December 2023
Preferred Tenderer notified	21 December 2023
Respondents’ debriefs:	week starting 15 January 2024
Anticipated Physical Works start date:	15 January 2024

- b. All dates and times are dates and times in New Zealand.



### 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

- b. **Our Point of Contact**

**Name:** Tim Langley

**Title/role:** Roading Manager

**Email address:** [tim.langley@swdc.govt.nz](mailto:tim.langley@swdc.govt.nz)



### 1.4 Developing and submitting your Proposal

- a. This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. In particular:
  - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
  - ii. visit the site to prepare your concept design and methodology
  - iii. in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For helpful hints on tendering and access to a supplier resource centre go to: [www.procurement.govt.nz](http://www.procurement.govt.nz) / for suppliers.



- d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).
- e. In submitting your Proposal you must use the Response Form provided with this RFT document. This is a Microsoft Word document. Please provide it in pdf format when you submit it, and include your company name and “Hinekura Road Remediation Non-Price Response” in the title.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template included with this RFT document for your pricing information. Please provide it in pdf format when you submit it, and include your company name and “Hinekura Road Remediation Non-Price Response” in the title.
- h. Please ensure no document is more than 15MB in size when uploading.
- i. Check you have provided all information requested, and in the format and order asked for.
- j. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!



## 1.5 Address for submitting your Proposal

- a. Proposals must be submitted by electronically to the following email address:  
[tim.langley@swdc.govt.nz](mailto:tim.langley@swdc.govt.nz)
- b. Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.



## 1.6 Our RFP Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for three calendar months from the Deadline for Proposals.
- b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#).



## 1.7 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the [www.tenderlink.com](http://www.tenderlink.com)].
- b. If you downloaded the RFP from GETS you will automatically be sent notifications of any changes through GETS by email.

# SECTION 2: Our Requirements

## 2.1 Background

Following the slips that took place over the winters of 2021 and 2022, Council has commissioned extensive investigations to determine the options for restoration of access on Hinekura Road across the slip area.

Those investigation reports are available to tenderers as part of the procurement documentation accompanying this RFT.

Unfortunately, costings for the majority of options were considerably higher than budget allowances.

In consultation with the community affected by the slips, Council has determined that an immediate and affordable solution is needed, even if this does not guarantee full resilience against all potential future severe weather events.

The most likely route for the road is illustrated in the diagram below; however Council is also open to other design routes provided they can be delivered within the budgets and timelines specified,; and provide assurance of maximal resilience within those constraints.



Council is therefore seeking a contractor and geotechnical engineer to provide a solution that will restore access for residents and other road users. The solution needs to be as resilient as possible but achievable within the budget cap. It also needs to be completed as soon as possible, during the summer construction period.

It may be of interest to prospective tendering companies that are looking to engage geotechnical engineering assistance outside their internal resources, that three geotechnical engineering companies (Jacobs; Cameron Fauvel projects; and Geologix Ltd) responded to the Advance Notice for this tender opportunity.

Respondents should not infer that providing this information is in any way an endorsement of those companies or would exclude or penalise contractors that choose to partner with other geotechnical engineering resources for the purposes of responding to this opportunity.

# REQUEST FOR TENDER

Hinekura Road Remediation

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SOUTH WAIRARAPA  
DISTRICT COUNCIL  
*Kia Reretahi Tātau*

## 2.2 Responsibilities

The successful tenderer(s) will be responsible for design and construction of suitable drainage provision and a section of road to connect the east and west ends of Hinekura Road and allow access to be restored. This will also involve liaison with local landowners during the construction period.

## 2.3 Contract term

We anticipate that construction will start in January 2024; and be completed at latest by 31 March 2024.

## 2.4 Other tender documents

In addition to this RFP we refer to the following documents. These have been uploaded on GETS and are available for all interested suppliers. These documents form part of this RFP.

- a. Non- Price Attributes Response Form
- b. Price Response Form
- c. WSP documents: Project Brief; Memorandum; Option 3 Assessment





## SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Proposals.

### 3.1 Evaluation model

The evaluation method to be used will be Quality-Based Selection. Tenderers will be short-listed on the basis of

1. compliance with pre-conditions and
2. the quality of their concept design summary statement.

It is expected that between one and three tenderers will be short-listed.

Following short-listing, the preferred tenderer will be selected on the basis of interviews, which will be scored.

ATTRIBUTE	WEIGHTING (%)
Relevant Experience and Track record	25%
Resource availability	25%
Design and Methodology	25%
Nominated rates, costs and margins	25%

The procedure is as follows:

1. Responses will first be checked for conformance with any stated Pre-conditions.
2. Tenderers meeting all pre-conditions will be short-listed for further evaluation based on their brief summary of their concept design, provided with their written tender response.
3. Short-listed tenderers will be invited for interviews, which will cover the Attributes listed above. Tenderers will be asked to present and discuss their proposals and answer questions on those items.
4. Based on evidence provided in the interviews, the above Attributes for short-listed tenderers will be scored from 0 to 100. Note that scoring guidelines are provided to short-listed tenderers for each Attribute, to give transparency on the qualities that evaluators will score highly.
5. Tender Evaluation Team members will moderate and agree the Non-Price Attribute scores for each Respondent, immediately after each interview.
6. The preferred tenderer will be identified as the tenderer with the highest overall weighted attributes.
7. Negotiations will be held with the preferred tenderer, to provide any further clarification or qualify the scores already agreed and to discuss the proposed methodology and programme, together with the rates, costs, margins provided.

**NOTE:** Where two or more tenderers have final weighted Attributes scores that are close (within approximately 5%), or provide different options for solutions, the TET may elect to negotiate with more than one tenderer in order to identify the optimal solution and supplier to complete the works.





### 3.2 Pre-conditions

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

#	Pre-condition
1.	<b>Company experience</b> –Company must have successfully completed at least two earthworks projects
2.	<b>Track Record:</b> referees for those projects must indicate their satisfaction with <ul style="list-style-type: none"> <li>■ Quality of workmanship</li> <li>■ Budget and timeline tracking and financial management systems and reporting</li> <li>■ Communication and stakeholder liaison skills</li> </ul>
3.	<b>Skills</b> – Personnel must include: <ul style="list-style-type: none"> <li>■ <b>A Project Manager</b> with experience on at least two earthworks projects</li> <li>■ <b>A Geotechnical Engineer</b> with a relevant tertiary engineering qualification who has completed investigations and/or designs for at least two earthworks projects</li> </ul>
4.	<b>Resources</b> – Company must provide locally based plant, equipment and labour resources for the duration of the physical works. The plant and equipment must be in place at a local portable depot within 10km of the project site, by January 20.
5.	<b>Health and Safety</b> - company must have a documented health and safety system.
6.	<b>Project Management System</b> –Company must have a system to track budgets and timelines; and financial management for cost-plus contracts of this nature.

Note that evidence of any of these pre-conditions may need to be demonstrated prior to contract award.

### 3.3 Short-listing

Tenderers will be short-listed based on their proposed concept design description.

**Scoring Guideline for short-listing:** In evaluating the concept design for the purpose of short-listing, the evaluators will place high value on:

- Evidence of a thorough understanding of site constraints and vulnerabilities
- Logical route determination, with justification
- Clear provision of a robust drainage solution
- Estimated programme of works

**Minimum Standard:** To be considered further, tenderers must:

- Briefly describe the key factors that influenced their design
- Describe and justify the recommended route
- Indicate the provision made for drainage
- Indicate the proposed start and finish dates, demonstrating completion by March 31st at the latest.

### 3.4 Final determination of Preferred Tenderer

Short-listed tenderers will be invited to present their proposals to the tender evaluation team in meeting, and respond to questions about their proposals.

**NOTE:** Due to the short timeframe available for short-listing tenderers following the deadline of the initial submission, we encourage tenderers to develop their material for the interviews in advance of being confirmed as short-listed.

# REQUEST FOR TENDER

Hinekura Road Remediation



**SOUTH WAIRARAPA  
DISTRICT COUNCIL**  
*Kia Reretahi Tātau*

Key attributes guiding selection of the preferred tenderer assessed via the presentations and interview will be:

- 1. Relevant Experience and Track Record:** Aspects that will be scored highly are:
  - Company experience in slip remediation projects incorporating drainage installation and road reconstruction
  - Referee satisfaction for company and key personnel in relation to:
    - a. Quality of workmanship, in both geotechnical and physical works activities
    - b. Budget and timeline tracking and financial management systems and reporting on previous projects
    - c. Communication and stakeholder liaison skills
- 2. Resources** - Evidence of availability of resources (plant, equipment and labour), as well as strong management systems for tracking budgets and costs, including financial management within a cost-plus environment
- 3. Proposed design and methodology**, including further details of factors influencing design and route determination; drainage provisions; pavement design and logical programme of works
- 4. Indicative rates, costs and margins** to be applied.

These aspects will be equally weighted.

Proposals which meet all pre-conditions will be evaluated on their merits according to the following evaluation criteria and weightings.

Criterion	Weighting
<b>1. Relevant Experience and Track Record</b>	<b>25%</b>
<p><b>Note:</b> In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> <li>■ Depth and breadth of experience of the company in earthworks projects</li> <li>■ Nominated geotechnical partner experience, particularly in relation to earthworks design,</li> <li>■ Project / Site management personnel experience</li> </ul> <p>There will be particular emphasis on slip remediation works if available, and/ or works in remote locations or with similar soil types. It will also be an advantage if key personnel are based locally.</p>	
<b>2. Resources</b>	<b>25%</b>
<p><b>Note:</b> In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> <li>■ Evidence of ready availability of appropriate plant, equipment and labour)</li> <li>■ Availability of a local portable depot for the duration of the project works</li> <li>■ Strong management systems for tracking budgets and costs, including claims generation within a cost-plus environment</li> </ul>	
<b>3. Proposed Design and Methodology</b>	<b>25%</b>
<p><b>Note:</b> In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> <li>■ A robust description of constraints and mitigations that impact the design solution</li> <li>■ Considerations underpinning the route determination</li> <li>■ Explanation of drainage provisions;</li> <li>■ Rationale for pavement design</li> <li>■ A logical programme of works, allowing for expediting works and providing contingency as well as early completion where possible</li> </ul>	
<b>4. Proposed rates, costs and margins</b>	<b>25%</b>
<p><b>Note:</b> In scoring this section, the evaluators will place high value on:</p> <ul style="list-style-type: none"> <li>■ A fair and well substantiated basis for plant, equipment and labour rates</li> <li>■ Competitive costs for standard materials</li> <li>■ Fair and reasonable margins applied</li> </ul>	



## 3.5 Optional evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a. reference check the Respondent organisation and named personnel
- b. other checks against the Respondent e.g. Companies Office
- c. arrange site-visits
- d. inspect audited accounts for the last three financial years
- e. undertake a credit check
- f. undertake a Police check for all named personnel

## SECTION 4: Pricing information

### 4.1 Pricing information to be provided by respondents

Respondents must provide all financial information relating to rates, costs and margins in a separate Excel file. In submitting the Pricing information, the Respondent must meet the following:

- a. Respondents are to use the pricing schedule template provided in Excel.
- b. the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the information within each category in the price schedule, exclusive of GST.
- c. all rates are to be specified, either hourly or daily or both as required.
- d. in preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- e. respondents are to document in their Price Proposal all assumptions, tags, clarifications and qualifications made about the delivery of the Requirements that will impact on whole-of-life costs of the products or services. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and any impacts on the cost should be estimated if possible.
- f. prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g. where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.]
- h. where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses and charges chargeable by all Respondents.

## SECTION 5: Our Proposed Contract

### 5.1 Proposed Contract

We propose to use a simple short form contract based on NZS3910 for this project.

We will provide the draft contract to the preferred tenderer(s) once scoring is complete; and this will be discussed during the tender negotiation period.



## SECTION 6: RFP Process, Terms and Conditions

### Note to suppliers and Respondents

- In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.'* [Definitions](#) are at the end of this section.
- If you have any questions about the RFP-Terms please email our [Point of Contact](#).

## Standard RFP process



### Preparing and submitting a proposal

#### 6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
  - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
  - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
  - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
  - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
  - v. if appropriate, obtain independent advice before submitting a Proposal
  - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.



- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

## 6.2 Offer Validity Period

- a. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

## 6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

## 6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
  - i. true, accurate and complete, and not misleading in any material respect
  - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
  - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
  - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)



- iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.



## Assessing Proposals

### 6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal. Conflicts of interest will be declared by the panel.

### 6.6 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.



### 6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.



### 6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
  - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
  - ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.



- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
  - i. the results from reference checks, site visits, product testing and any other due diligence
  - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
  - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
  - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.



## 6.9 Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
  - i. prepare a negotiation plan for each negotiation
  - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
  - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



## 6.10 Respondent's debrief

- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
  - i. provide the reasons why the Proposal was or was not successful
  - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
  - iii. indicate the Proposal's relative strengths and weaknesses
  - iv. explain, in general terms, the relative advantage/s of the successful Proposal
  - v. seek to address any concerns or questions from the Respondent





- vi. seek feedback from the Respondent on the RFP and the RFP process.



## 6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on Tenderlink.



## 6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.



## Standard RFP conditions

### 6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on Tenderlink or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.



### 6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

### 6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.



- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.



## 6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.



## 6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.



## 6.18 Confidentiality of RFP information

- a. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.



## 6.19 Costs of participating in the RFP process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.



## 6.20 Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.



## 6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
  - i. the Respondent's declaration in its Proposal
  - ii. the Offer Validity Period
  - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
  - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
  - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
  - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.



## 6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
  - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
  - ii. the Proposal contains a material error, omission or inaccuracy
  - iii. the Respondent is in bankruptcy, receivership or liquidation
  - iv. the Respondent has made a false declaration
  - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
  - vi. the Respondent has been convicted of a serious crime or offence



- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.



## 6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
  - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
  - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFP the Buyer may:
  - i. accept a late Proposal if it is the Buyer's fault that it is received late
  - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
  - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
  - iv. accept or reject any Proposal, or part of a Proposal
  - v. accept or reject any non-compliant, non-conforming or alternative Proposal
  - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
  - vii. decide not to enter into a Contract with any Respondent
  - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
  - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
  - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
  - xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
  - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively



- ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

## 6.24 New Zealand law

- a. The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.



## 6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.



## 6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
  - i. Section 1, paragraph 1.6
  - ii. Section 6 (RFP-Terms)
  - iii. all other Sections of this RFP document
  - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

# REQUEST FOR TENDER

Hinekura Road Remediation



SOUTH WAIRARAPA  
DISTRICT COUNCIL  
*Kia Reretahi Tātau*

## Definitions

In relation to the RFP the following words and expressions have the meanings described below.

<b>Advance Notice</b>	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
<b>Business Day</b>	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
<b>Buyer</b>	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.
<b>Competitors</b>	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
<b>Confidential Information</b>	<p>Information that:</p> <ul style="list-style-type: none"><li>b. is by its nature confidential</li><li>c. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted'</li><li>d. is provided by the Buyer, a Respondent, or a third party in confidence</li><li>e. the Buyer or a Respondent knows, or ought to know, is confidential.</li></ul> <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
<b>Conflict of Interest</b>	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ul style="list-style-type: none"><li>a. actual: where the conflict currently exists</li><li>b. potential: where the conflict is about to happen or could happen, or</li><li>c. perceived: where other people may reasonably think that a person is compromised.</li></ul>
<b>Contract</b>	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
<b>Contract Award Notice</b>	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
<b>Deadline for Proposals</b>	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
<b>Deadline for Questions</b>	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
<b>Evaluation Approach</b>	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
<b>GETS</b>	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a>

# REQUEST FOR TENDER

Hinekura Road Remediation



SOUTH WAIRARAPA  
DISTRICT COUNCIL  
*Kia Reretahi Tātau*

<b>GST</b>	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
<b>Intellectual Property</b>	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
<b>Offer Validity Period</b>	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
<b>Point of Contact</b>	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
<b>Price</b>	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.
<b>Proposal</b>	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
<b>RFP</b>	Means the Request for Proposal.
<b>Registration of Interest</b>	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
<b>Request for Proposal (RFP)</b>	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
<b>RFP-Terms</b>	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
<b>RFP Process, Terms and Conditions (shortened to RFP-Terms)</b>	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
<b>Requirements</b>	The goods and/or services described in Section 2 which the Buyer intends to purchase.
<b>Respondent</b>	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
<b>Response Form</b>	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
<b>Successful Respondent</b>	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.