

## Request for Tender

[insert title of procurement activity]

[insert contract number]

RFT released: DD/MM/YY

Deadline for Questions: TIME DD/MM/YY

Deadline for Tenders: TIME DD/MM/YY

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

## GUIDANCE NOTES

This proforma document provides the basis for the development of tender documents for the engagement of professional services. The purpose of the proforma is to provide consistency throughout NZTA's operations.

Format:

- **Black:** Black text is mandatory and may not be changed without approval prior to issue by the NZTA Project Manager, who will consult with the relevant NZTA staff on all changes made.
- **Red:** Red text is used for data which requires fields to be updated or at least considered for each contract. Text can be used as is, modified or replaced. All red text adjustments must have the NZTA Project Manager's approval. Red text must be converted to Black text, prior to tender document release.
- **<<Guidance Notes>>:** Blue text with yellow highlighting are guidance notes. Guidance notes must be deleted prior to tender document release.
- **Green:** Green highlight shows where the document has been updated from the previous version.

For any questions or assistance with preparing this template contract, contact the NZTA Procurement team.

### How to use this document

1. This template is **only** for **Request for Tenders for professional services**
2. Support when drafting this RFT can be sought by **emailing your query to [procurement@nzta.govt.nz](mailto:procurement@nzta.govt.nz)**.
3. *It is the ultimate responsibility of the PM to ensure alignment with the NZTA Procurement Manual and the NZTA Contract Procedures Manual (SM021).*
4. Ensure all information given to the market is clear, aligns with the Procurement Plan, and gives them sufficient detail to be able to tender at the future date.

### Governance

1. Prior to release you will need to have:
  - a. conflicts of interest completed [Probity and Conflicts of Interests page](#)
  - b. an approved Procurement Plan (includes DFA endorsement),
  - c. a [Contract](#) number,
  - d. [Approval to release RFX on GETS](#) (includes DFA endorsement)
2. Clear requirements which have been endorsed by appropriate stakeholders.

### Other templates you will need when issuing this RFT

1. Conflict of Interest Declaration Form
2. RFT Declaration Form
3. RFT Pricing Schedule Template
4. RFT Personnel Schedule Template
5. **Payment Schedule (if applicable)**
6. **Programme for Deliverables (if applicable)**
7. **Draft Consultancy Agreement**
8. **Draft Specification and Contract Scope**

## About the New Zealand Transport Agency Waka Kotahi

A great journey is easy, safe and connected. The New Zealand Transport Agency Waka Kotahi (**NZTA**) is focused on providing one integrated land transport system that helps people get the most out of life and supports business.

We look after the national transport system with our partners, today and for the future. We're innovating to make sure the system is efficient and sustainable, unlocking opportunity and keeping Aotearoa New Zealand moving.

We're working to deliver our customer promise – great journeys to keep Aotearoa New Zealand moving.

Impartiality and transparency are important to us. If Tenderers have any probity concern with regard to this procurement activity the Probity Auditor should be contacted. The Probity Auditor is not a member of the Tender Evaluation Team.

For any probity queries contact the NZTA Probity Auditor:

Shaun McHale  
Managing Director  
Wellington Office  
187 Featherston Street  
Level 1  
PO Box 25103  
Wellington 6146

Phone: (04) 496 5580

Mobile: (027) 486 3412

Email: [shaun.mchale@mchalegroup.co.nz](mailto:shaun.mchale@mchalegroup.co.nz)

## What we need

<<Guidance note: The market needs to know what you are looking to procure. Clearly summarise what this is in one or two paragraphs. Make it short, snappy and succinct. Avoid jargon and acronyms. Include a brief background, if relevant.>>

## What's important to us

NZTA is looking for a Tenderer who will promote:

- (a) NZTA's statutory objectives under the *Land Transport Management Act 2003*.
- (b) The objectives and targets of the *Government Policy Statement*.
- (c) NZTA's *Statement of Intent*.
- (d) NZTA's vision and organisational values, including ensuring consistency with the *NZTA Investment Proposal*, Te Ara Kotahi our Māori Strategy and Broader Outcomes Strategy.
- (e) NZTA's privacy guide for suppliers and service providers;

(f) <<Guidance note: Others as may be specifically applicable to the contract.>>

# SECTION 1: KEY INFORMATION

## 1.1 Context

- (a) This Request for Tender (**RFT**) is an invitation to suitably qualified suppliers to submit a Tender for the **[insert name of procurement project]** contract opportunity.
- (b) The NZTA *Procurement Manual* and the NZTA *Contract Procedures Manual* (SM021) apply to this procurement process.
- (c) Words and phrases that have a special meaning are shown by the use of capitals. Definitions are at the end of Section 6 of this RFT.

## 1.2 Our timeline

- (a) Here is our timeline for this RFT: **<<Guidance note: Update the following to reflect the required steps for your RFT process and respective dates.>>**

Step in RFT process:	Date:
Group Inception Meeting	[DD/MM/YY]
Interactive Meetings	[DD/MM/YY]
Deadline for Questions:	[DD/MM/YY]
Deadline for us to answer questions:	[DD/MM/YY]
<b>Deadline for Tenders:</b>	<b>[time] [DD/MM/YY]</b>
[Shortlisted Tenderers' presentations:]	week starting [DD/MM/YY]
[Shortlisted Tenderers' interviews:]	week starting [DD/MM/YY]
[Shortlisted Tenderers' site visits:]	week starting [DD/MM/YY]
Target date for naming Preferred Contractor:	[DD/MM/YY]
Pre-letting Meeting(s)	week starting [DD/MM/YY]
Tenderers' debriefs:	week starting [DD/MM/YY]
Target date for contract award:	[DD/MM/YY]

- (b) All dates and times are dates and times in New Zealand.
- (c) This RFT process shall incorporate an interactive tendering process in accordance with the section titled "Interactive Tender Process" set out in the NZTA *Contract Procedures Manual* (SM021). The purpose of the interactive tender process is to demonstrate NZTA's desire to work alongside Tenderers in order that they might fully understand the RFT documents and NZTA's objectives and therefore maximise the quality of all submissions.
- (d) Tenderers will be limited to two people at the Group Inception Meeting. NZTA will lead the meeting, but Tenderers should discuss any questions in relation to the RFT documents or scope.
- (e) Tenderers will not be limited on numbers of persons at the Individual Interactive meetings. These meetings are in the hands of the Tenderers and as such they should make best use of the time allocated to discuss any questions in relation to the RFT documents or scope. Individual meetings will be up to 2 hours in duration.

## 1.3 How to contact us

- (a) All enquiries must be directed to our Point of Contact (or to our Probity Auditor for any probity concerns) and must be in writing. All enquiries must be clearly labelled with the Contract Number. We will manage all external communications through this Point of Contact.
- (b) **Our Point of Contact**  
**Name:** [insert the name of the contact person/email in-box/e-procurement system]  
**Title/role:** [if a person, insert their title or role and the unit they work in]  
**Email address:** [if a person, insert email address]
- (c) NZTA will endeavour to respond to requests in a timely manner, but not later than the deadline for NZTA to answer questions as set out in Section 1.
- (d) When Tenderers receive this RFT, they shall notify the Point of Contact of the name and contact details of the person within their own organisation with whom NZTA will direct all communications during the RFT period (the Tenderer's Point of Contact).

## 1.4 Developing and submitting your Tender

- (a) This is an [open/closed], competitive tender process. The RFT sets out the step-by-step process and conditions that apply.
- (b) Take time to read and understand the RFT. In particular:
  - (i) develop a strong understanding of our Requirements detailed in Section 2 of this RFT.
  - (ii) in structuring your Proposal consider how it will be evaluated. Section 3 of this RFT describes our Evaluation Approach.
- (c) 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 Contract.
- (d) You must also complete and sign the Declaration Form and provide that as part of your Tender.
- (e) Proposals shall be submitted in two electronic files in PDF format. The files should be named:  
"File No 1 - Contract No [insert] - Tender, excluding Price"; and  
"File No 2 - Contract No [insert] - Price".
- (f) The following information shall be submitted in File No 1 (Tender, excluding Price):

Description of documents	Page limit (A4 unless stated otherwise)
Covering letter (which will not be considered as part of the evaluation)	1
Title page	1
Declaration Form (as provided by NZTA for completion)	1
Index or contents page	1

RFT response (non-price attributes)	25 (may be double sided, each side shall be counted as one side)
Personnel Schedule (as provided by NZTA for completion)	1 (original form provided)
Project organisation chart and management structure	2 x A3 (legible font)
Consultant's Programme	2 x A3 (legible font)
CVs (for each key personnel in the Tender)	2 (may be double sided)
A Time and Resource schedule (bar chart) detailing for all personnel, commitment in hours each month for the period of the contract, together with total commitment for the project.  For non-key personnel summary information by resource type is acceptable.	1 x A3 (legible font)
Other <<Guidance note: Any further information required.>>	insert (may be double sided)

- (g) The following information shall be submitted in File No 2:

Description of documents	Page limit (A4 unless stated otherwise)
Pricing Schedule	N/A

- (h) Tenders shall be concise and shall not exceed the above stated page limit (including tables and charts). A3 pages that are included where A4 pages are specified will be counted as two A4 pages. Should the allowable number of pages be exceeded, the information on the excess pages, i.e., any pages following after the prescribed number of pages, will not be included in the assessment of the Tender.
- (i) The submission typeface shall be no smaller than Times New Roman 12 point or equivalent unless otherwise stated above, with full line spacing unless otherwise specified. The font type applies to all tables and graphics used throughout the Tender.
- (j) If information is included in File No 2, which is not included in File No 1 and which could affect the first stage of the evaluation, NZTA may request the removal of such conditions, may accept some or all of the conditions or may reject the Tender.
- (k) To some extent, the Tender itself will be taken, by the Tender Evaluation Team, to be an example of the standard of report/document one could expect of that Tenderer. It demonstrates an ability to provide a clearly laid out, concise, accurate, professional and effective document which meets set requirements.

## 1.5 Address for submitting your Tender electronically

- (a) Proposals must be submitted by electronically via GETS. The GETS file upload limit is 50MB. Tenderers should refer to the GETS website for instructions on uploading their Tender.
- (b) Tenders sent by post or fax, or hard copy delivered to our office, will not be accepted.

## 1.6 Our RFT Process and RFT Terms

- (a) **Offer Validity Period:** In submitting a Tender the Tenderer agrees that their offer will remain open for acceptance by NZTA for [2] calendar months from the Deadline for Tenderers.
- (b) The RFT is subject to the RFT process set out in the NZTA *Contract Procedures Manual* (SM021).
- (c) The RFT is subject to the RFT Terms described in Section 6 of this RFT.

## 1.7 Later changes to the RFT or RFT process

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

## SECTION 2: OUR REQUIREMENTS

<<Guidance note: This is where you describe the project and scope of services required from the Consultant – your Requirements. You should be able to copy the Requirements from your business case or procurement plan and will be a summary of the Contract Scope. Make sure your Requirements link directly to your evaluation criteria and weightings which link directly to the information requested from the Tenderers.>>

### 2.1 Background

This procurement relates to the delivery of [insert policy, strategic business outcome that it relates to].

### 2.2 Key outcomes

The outcomes we want to achieve are [insert key outcomes, including expectations of Broader Outcomes].

### 2.3 What we require

We are seeking a solution that [describe how the specific goods or services required provide a solution to achieve the strategic outcomes, key priorities or wider business requirements of NZTA].

We are seeking suppliers that can demonstrate with evidence [describe the supplier capacity] and [describe the supplier capability].

### 2.4 Site Inspection

The Tenderers will be deemed to have inspected the site(s) before submitting their Tender. No access has been secured to private land and therefore inspections shall be confined to the road reserve. Private landowners shall not be approached regarding access. All practicable health safety and wellbeing precautions must be taken during inspections.

Should access to a particular piece of land be considered to make a material impact on the tendered methodology, a formal request shall be made to NZTA who will seek to accommodate the request with the relevant property owners. Should a site visit be arranged, all Tenderers will be given the opportunity to attend.

### 2.5 Documents made available to Tenderers

The following documents will be made available electronically to the Tenderers for the purposes of the RFT process. We take no responsibility for the accuracy or adequacy of the items: <<Guidance note: Update following list as appropriate.>>

1. Relevant Standard Specifications.
2. Endorsed Point of Entry.
3. Strategic case.
4. Programme Business Case.
5. Single Stage Business Case.
6. Electronic copies of the reports / information as identified in X.X, Scope <<review of previous work>>
7. Community and Stakeholder Engagement Plan for previous phase.
8. SRMS database log-in access.



9. Māori Engagement Plan.
10. Access to the CSVUE database of statutory approvals held.
11. Current Activity Risk File.
12. Current Safety in Design file.
13. TMS System Access.

## SECTION 3: OUR EVALUATION APPROACH

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

### 3.1 Tender Evaluation Team

A Tender Evaluation Team (“**TET**”) has been nominated to evaluate Tenders. Expert advisors may be requested to support and advise the TET during the evaluation. The TET for this RFT will be:

Tender Evaluation Team <<Guidance note: For tenders >\$200,000, at least one TET member must be qualified, but they do not have to be the TET Leader>>

[Name, Position, Company]; (Leader)

[Name, Position, Company]

[Name, Position, Company]

[Name, Position, Company]

The following expert advisors will be providing advice to the TET during the evaluation:

Technical advisors

[Name, Position, Company];

[Name, Position, Company]

Tenderers who believe there is a conflict of interest or risk of bias with a member of the TET may write to the Probity Auditor within **two** weeks <<Guidance note: must not be greater than 2 weeks>> of this RFT being issued, outlining their concerns so that the appropriate action can be taken. Tenderers will be notified in writing of any changes to the TET.

### 3.2 Evaluation model

<<Guidance note: update if required to reflect the evaluation model.>>

<<Option 1: Lowest price confirming>>

The evaluation model is **lowest price confirming**. Refer to the relevant sections of the NZTA *Contract Procedures Manual* (SM021) for further information. A Tender receiving a fail score for any non-price attribute will be rejected.

<<Option 2: Brooks Law>>

The evaluation model is **Brooks law**. Refer to the relevant sections of the NZTA *Contract Procedures Manual* (SM021) for further information. A Tender receiving a score of 35% or less for any non-price attribute will fail on that attribute and that Tender will be rejected.

<<Option 3: Price quality method>>

The evaluation model is **price quality method**. Refer to the relevant sections of the NZTA *Contract Procedures Manual* (SM021) for further information. A Tender receiving a score of 35% or less for any non-price attribute will fail on that attribute and that Tender will be rejected.

<<Option 4: Price quality method and price deviation adjustment>>

The evaluation model is **price quality method and price deviation adjustment**. Refer to the relevant sections of the NZTA *Contract Procedures Manual* (SM021) for further information. A Tender receiving a score of 35% or less for any non-price attribute will fail on that attribute and that Tender will be rejected.

The submitted Price will have a Price Deviation Adjustment added which will be calculated after all submitted price files have been opened. <<Guidance note: A PDA which needs to be documented in your project's procurement strategy and approved by the Procurement Services team.>>

- If the tendered price is more than 90% of the median tender price (when only two tenders are received the Base Estimate is included in the median price calculation), no adjustment will be made.
- If the tendered price is less than 90% of the median tender price, the Price Deviation Adjustment is calculated by multiplying the difference between the tendered price and 90% of the median tender price by 1.5 to give a positive adjustment figure, which is then added to the submitted tendered price.
- E.g. If 90% of the median tender price is \$100,000.00 and a submitted tender price is \$80,000.00 the PDA = (\$100,000.00 - \$80,000.00) x 1.5 = \$30,000.00.

#### <<Option 4: Purchaser Nominated Price>>

The evaluation model is Purchaser Nominated Price. Refer to the relevant sections of the NZTA *Contract Procedures Manual* (SM021) for further information. A Tender receiving a score of 35% or less for any non-price attribute will fail on that attribute and that Tender will be rejected.

<<Guidance note: Include as applicable but must be included for the PQM model.>>

We will use the 'two-envelope' system to conduct evaluations. Tenderers must provide all financial information relating to price, expenses and costs in a separate electronic file. The TET will score each Tender according to the weighted criteria in Section 3.6 below, and then examine the financial information of each Tender.

### 3.3 Broader Outcomes

Broader Outcomes are a government wide initiative that pursues the secondary benefits that are generated by the way a good, service or works is produced or delivered. These outcomes can be social, environmental, cultural or economic benefits, and will deliver long-term public value for Aotearoa New Zealand. NZTA has four target outcome areas to focus Broader Outcomes effort on and Tenders will be evaluated which promote the Broader Outcomes specified below.

### 3.4 Evaluation criteria – Non-Price Attributes

Tenders will be evaluated on their merits in accordance with the following evaluation criteria, the weightings set out in section 3.5 and the relevant sections of the NZTA *Contract Procedures Manual* (SM021).

<<Guidance note: Mandatory non-price attributes are Relevant Experience, Relevant Skills and Methodology. Track Record is optional. If the contract estimate is less than \$400k for Lowest Price Conforming or Target Price options, all or some of the mandatory non-price attributes may be chosen.>>

<<Guidance note: If the contract estimate is greater than \$200k and less than \$400k and the RFT will not be advertised, you must seek at least 3 tenderers from your independent consultants register. If the contract estimate is less than \$200k, then it may be more appropriate to use the Short Form Agreement.>>

## Criterion – Non-Price Attributes

### A. RELEVANT EXPERIENCE AND TRACK RECORD

1. Tenderers are required to nominate a total of three projects for Relevant Experience, that illustrate the Tenderers ability as a company to provide the technical and non-technical (e.g. consultation and liaison) expertise required to successfully complete this contract to NZTA's expectations.

<<Guidance note: add the following if Track Record is chosen.>>

Tenderers are also required to nominate a total of three projects for Track Record.

At least three out of the three projects must be the same nominates for Track Record as for Relevant Experience.

2. Should Tenderers nominate less than the required number of projects this will be taken as a deficiency in the attributes for Relevant Experience and Track Record and will be scored accordingly. Where more than the required number of projects are submitted, only the first nominated projects for Relevant Experience and Track Record will be considered.

3. Tenderers should only identify projects that are complete or for which at least one phase is complete, or that have been held by the Tenderer for at least two years and that they cover the requirements of the project for which they are tendering.

4. Tenderers must provide the same information for their key sub-consultants, detailing successfully completed projects of a similar nature. The scoring for a project will be based on the Tenderer's overall performance as judged by the TET derived from:

- The knowledge of the evaluation panel.

<<Guidance note: include the following if Track Record is chosen.>>

- Completed final Performance reviews, and
- Referees' responses.

5. Provide the following details for each project nominated:

- (a) Project name, location, and brief description of the work carried out.

- (b) The names, company(s) and current contact telephone numbers of two persons to act as referees, for each project being:

- The project client's representatives, and/or
- The client's agent,

who must have been directly responsible for supervising or overseeing the nominated projects. Providing inadequate contact information or non-applicable referees, may result in downgraded scoring.

- (c) Contract value (professional services commission and physical works if applicable).

- (d) Identify any of the nominated projects were joint ventures. Identify the Joint Venture partner(s) and the proportion and nature of the work undertaken by the Tenderer.

- (e) Identify which major portions of the project (i.e. greater than 10% of the contract value) were carried out by sub-consultants.

6. Tenderers must provide the following details for each project nominated for Relevant Experience:

Relevance	Tenderers shall:
	<ul style="list-style-type: none"> <li>• Provide a description of the work carried out and amplify on the relevance of each nominated project in relation to the following critical factors:</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>List key factors for the project here</b></li> <li>• Include key personnel and their focus for the nominated project;</li> <li>• Provide details of the percentage of work carried out by the Tenderer, and the percentage undertaken by any sub-consultant.</li> </ul>
<b>Currency</b>	Provide detail of the start date and period over which each project was undertaken, or the percentage complete if under construction.
<b>Scale</b>	Provide the dollar value of the work carried out (fees and/or fees and physical works as appropriate), or the value of work complete if the project is ongoing.

Newly formed consultancies or sub-consultants shall state the name of the company for which the experience is claimed.

7. Tenderers must provide the following details for each project nominated for Track Record:

<b>Health, Safety and Wellbeing</b>	<b>Safe Work Practices</b> – effort, focus and proactive management of safety.
<b>Quality Management</b>	<p><b>Verification and Certification Practices</b> – effort, focus and evidence of delivery of specified outcomes to appropriate standards (including but not limited to delivery of investigation, design and construction surveillance tasks)</p> <p><b>Change and Lessons Learnt Management Practices</b> – effort, focus, evidence and impact of delivery of change and lessons learnt outcomes across disciplines as a result of Non-Conformance, Client directed variations, change within the Consultant team and/or Unforeseen Circumstances</p>
<b>Environmental Management and/or Sustainability</b>	Effort, focus and proactive management of environmental issues and RMA planning requirements.
<b>Administration</b>	<p><b>Financial</b> - effort and proactive management of the project budget, cashflow, and its accuracy. Provide details of the following:</p> <ul style="list-style-type: none"> <li>• Tender price;</li> <li>• Final contract price;</li> <li>• Where the tender price differs from the final contract price, explain why;</li> <li>• Evidence of the accuracy of forecasting physical works expenditure.</li> </ul> <p><b>Handling of Variations</b> - evidence of management of necessary changes being incorporated effectively and managed satisfactorily.</p>
<b>Broader Outcomes</b>	<p><b>Effort, focus, and evidence of positive impact of delivery of outcomes for any or all of the target outcome areas:</b></p> <ul style="list-style-type: none"> <li>• Economic and employment</li> <li>• Māori business and tangata whenua</li> <li>• Environment and sustainability</li> </ul>

- Community and culture

## B. RELEVANT SKILLS

1. Tenderers shall nominate personnel for each of the roles specified in the Personnel Schedule.

2. All personnel nominated in the Personnel Schedule and any others, including sub-consultants, the Tenderer wishes to have recognised, shall be identified with supporting amplification/description and comments in terms of their position in the project team and the following attributes:

<b>Qualifications and Training</b>	Formal qualifications and training in the development of technical and/or management skills shall be described, together with their particular relevance to the position for which they are nominated;
<b>Practical Experience</b>	The length of experience in equivalent full-time years relative to the position for which they are nominated. The experience of the Team Leader in Client liaison and reporting shall be described. Achievements in previous projects shall be stated.
<b>Focus</b>	The Tenderer shall state the focus of each person nominated to the project, describing their tasks and responsibilities for each of the project phases.

3. Personnel nominated in the Personnel Schedule must be available to provide the services for the contract as required. The preformatted Personnel Schedule provided with this document, shall be completed and submitted with the Tender as an appendix.

4. Attach CVs for each person nominated for a role in the Tender or for the key positions identified in the Personnel Schedule. CVs need to demonstrate specific experience relevant to the position and should differentiate between technical and managerial skills where relevant to the position. CVs shall be bound as an appendix to the Tender, and include reference to relevant qualifications and training and state the dates completed.

CVs shall identify technical and management positions held and responsibility carried in relation to consultancy projects. Only one CV for each of the nominated personnel shall be submitted and recognised.

5. The **minimum requirements and responsibilities** for each of the roles listed in the Personnel Schedule are described below:

<<Guidance note: list the 4-6 key roles that you want to evaluate. Note these must match the Relevant Skills Marking Form. This Section must align with the roles listed in the Personnel Schedule. Note the following roles are provided as examples only and should be reviewed and updated as appropriate for the RFT.>>

ROLE	QUALIFICATIONS AND EXPERIENCE	RESPONSIBILITY
Team Leader	Demonstrated experience as a Team Leader or Design Manager., with a focus on leading teams involving..... Member of an accredited body.	Responsible for the day-to-day management of the project and for reporting to the Client.
Design Manager	Must have CPEng. Member of an accredited body.	Responsible for the overall design of this package of works and liaising with the client on key design stages and PS 1, 2, 3, and 4,

			and working with the Roding Safety Engineers
	Geotechnical Engineer	Must have CPEng.	Responsible for all aspects of geotechnical engineering.
	Roding Designer	Demonstrated experience as a Roding Designer.	Responsible for all aspects of the multi-modal roding and pavement design and ensuring it meets NZTA's specifications.
	Communications and Engagement Manager	Demonstrated experience leading strategic communications and engagement programmes in transport, government or local government.  Ideally IAP2-qualified.	Responsible for all communications and engagement aspects, under the approval of the NZTA's nominated Communications and Engagement team representatives.

## C. METHODOLOGY

The Tenderer shall provide a comprehensive statement of the proposed methodology. The statement shall focus on all the important steps, processes and procedures that in the opinion of the Tenderer, are necessary to ensure that this project meets all of NZTA's requirements, is completed in a timely manner, is within budget, and obtains all approvals and support from all interested parties.

This methodology statement will demonstrate, to NZTA, the Tenderer's understanding of the project and NZTA's requirements, how these will be achieved including how the Tenderer will ensure the specific outcomes stipulated by NZTA will be achieved.

The following lists those factors included within the Methodology Tender Evaluation Form, and describes what, as a minimum, should be included in the Tender Response.

### General Items

<<Guidance note: You should consider those factors that are aligned to the project's key risks or what is key to the project's delivery – how will you differentiate one Tenderer from another. The topics below are intended for guidance and can be deleted and replaced with more project specific requirements. Note the PM should consider 4-6 elements that are key to the success of the project>>

- 1. Project Organisational Structure:** Provide a project organisation chart showing the structure and inter-relationship of all nominated personnel, including both internal and external interfacing lines, backup and the process catering for emergencies relevant to the project. The location of offices and personnel providing the services. Within this structure, describe the communication links between key parties (NZTA, Management Team, Site Staff, Contractor, Sub-consultants, Designers, NZTA Environmental Planner (consents and approvals), Technical Specialists, and subject matter experts, external stakeholders etc).
- 2. Consultant's Programme:** Provide your outline programme in Gantt-chart form including all relevant project phases, key deliverables, NZTA hold-points, Statutory approvals, and other key milestones. Describe the project programming systems and procedures the Tenderer intends to use for this project. Indicate the procedures for managing any delays to the programme. The programme shall be developed bearing in mind the requirements for the Consultants Programme detailed in the Contract Scope. The programme should show the resources required at any stage of the contract; and it should detail the critical path.



3. **Knowledge of Contract Area and Factors Affecting the Project:** Demonstrate your knowledge of the project area and describe the local factors or influences that might have an effect on the project outputs.
4. **Environmental and Sustainability Outcomes:** Describe your methodology for delivery of sustainable and good environmental and social outcomes, including delivery of relevant NZTA strategy, policy and guidance and relevant project-specific benefits and objectives. Describe how these will be holistically integrated within the project design and management, including how appropriate handover of these will be accomplished.
5. **Management Relationship - Project Control:** Describe your proposed methodology for managing NZTA relationships. Include NZTA meetings and reporting to meet the requirements of this contract and any additional reports, features of your reports that you consider will be necessary or that will assist NZTA's management and control of this project.
6. **Stakeholder and Community Engagement:** Describe your strategy for engaging with stakeholders and the community and how this will meet NZTA's public engagement principles and support the engagement objectives of the project. Describe how you will identify all parties with an interest in the project and outline your approach to ensuring they have opportunities to meaningfully contribute to the development of options/refinement of the option <<Guidance note: substitute or add 'speed limit change' as required>>. Describe how you will adhere to the requirements of the Z/17 Branding and Communications standard.  
  
<<Guidance note: For the pre-implementation phase>> Provide details of your proposed consenting strategy and stakeholder engagement strategy that builds on the work undertaken to date to ensure interested and affected parties are appropriately engaged with, where possible, of the proposal ahead of lodgement.
7. **Māori Partnership approach:** Provide details of your proposed Māori partnership strategy and how it aligns with the relevant key priorities of Te Ara Kotahi/ NZTA Māori Strategy, Hononga ki te Iwi/ NZTA Māori Engagement Framework and the advice provided to projects on the HIP Portal.
8. **Broader Outcomes:**  
  
<<Guidance note: The PM should consider (in consultation with the procurement team) which of the four target outcome areas will be focused on for the project. For small projects 1-2 may be sufficient, for larger projects all 4 should be considered.>>  
  
<<Guidance note: Insert which Broader Outcome(s) are being pursued for this procurement and criteria around how this will be achieved.>>  
  
Tenderers shall demonstrate the approach to Broader Outcomes they will take to ensure delivery as part of the Contract. NZTA recognises the critical role we have in the pursuit of social, cultural, environmental and economic outcomes when delivering on projects, and requires Tenderers to evidence how any or all of the target outcome areas will be delivered.
  - **Environment and Sustainability:** Tenderers need to show evidence on how they will partner with us to protect and enhance the environment (both natural and built) by focusing on reduction in emissions, waste, resource efficiency and the enhancement of positive public health outcomes. An example of this may be how the Tenderer will ensure the project keeps sustainability at the forefront of delivery by valuing opportunities to implement positive environmental initiatives such as, energy and resource efficiency, recycling and reducing waste, carbon emission reduction, or additional planting/bio-diversity/natural environment activities.
  - **Economic and Employment:** Tenderers need to show evidence on how they will partner with NZTA to develop key sectors (construction workforce and priority enterprises) to ensure the development and promotion of a diverse, sustainable, safe workforce. An example of this may be how the Tenderer will partner with priority enterprises<sup>1</sup> for greater business opportunities to support the local economy or how the Tenderer will embed programmes or

<sup>1</sup> Priority enterprises include, but are not limited to: small-to-medium and locally-owned enterprise, Māori and Pasifika enterprise, and social enterprise.



initiatives that ensure talent acquisition, training and development of local employees to provide constructor sector employment opportunities with a focus on priority-group individuals<sup>2</sup>.

- **Māori Business and Tangata Whenua:** Tenderers need to show evidence on how they will partner with and empower Māori to ensure Māori thrive as Treaty Partners, Māori business/enterprise, and community leaders to ensure strong, meaningful and enduring mutually beneficial outcomes. An example of this may be how the Tenderer details how they will connect with iwi to ensure aspirations (for example, local employment, infrastructure design, Māori business use, Te Reo use on site or on signage etc.) will be realised through the project.
- **Community and Culture:** Tenderers need to show evidence on how they will partner with the community to ensure they are meaningfully engaged, valued in their diversity, and have responsive outcomes that give long-term benefit to the community. An example of this may be how the Tenderers will ensure site open days, project hui, local event sponsorship support or engagement with local schools on construction sector related learning activities could be implemented on the project.

Where there is opportunity for greater efficiency, Tenderers should look for outcomes that are multi-faceted in how they meet multiple target outcome areas. For example, where the services relate to employment opportunities (i.e. internships), a partnership with iwi or hapu could occur, meaning two target outcome areas (Economic and Employment and Māori Business and Tangata Whenua) could be met.

Any associated Management Plans relating to social, cultural, economic or environmental outcomes should demonstrate alignment with Broader Outcomes.

9. **Planning approach:** Describe your proposed strategy for obtaining any necessary statutory approvals, liaising with NZTA's planning SMEs, managing compliance obligations and closeout/hand over of planning workstream at project completion.

10. **Risk Management:** Provide a summary of the main risks identified to date that may affect successful project delivery; discuss the method(s) utilised in the risk identification process, the perceived impacts and likely treatments to be employed.

Describe your proposed methodology for ensuring the integration of risk management within the project delivery process and how that methodology satisfies client requirements for the conduct of Risk Management.

Provide your draft contract risk adjusted programme (RAP) and describe how your management of the RAP satisfies client requirements for Risk Management within the context of programme management.

11. **Innovation, New Procedures and Techniques:** NZTA is seeking Tenders that will provide best value for money spent. Describe any innovative or new, procedures or techniques that you will employ to ensure that project deliverables are to the highest possible standard, while still delivering value for money and sustainability outcomes.

12. **Quality Management:** Describe the Quality management systems, procedures, plans and methods to be used to deliver quality in the contract works (or parts thereof): as specified in NZTA Z/1-D: Professional Services Contract Quality Management Specification and NZTA Z/1-C: Independent Construction Monitoring and Quality Assurance Services Specification for pre-implementation and Implementation phases respectively.

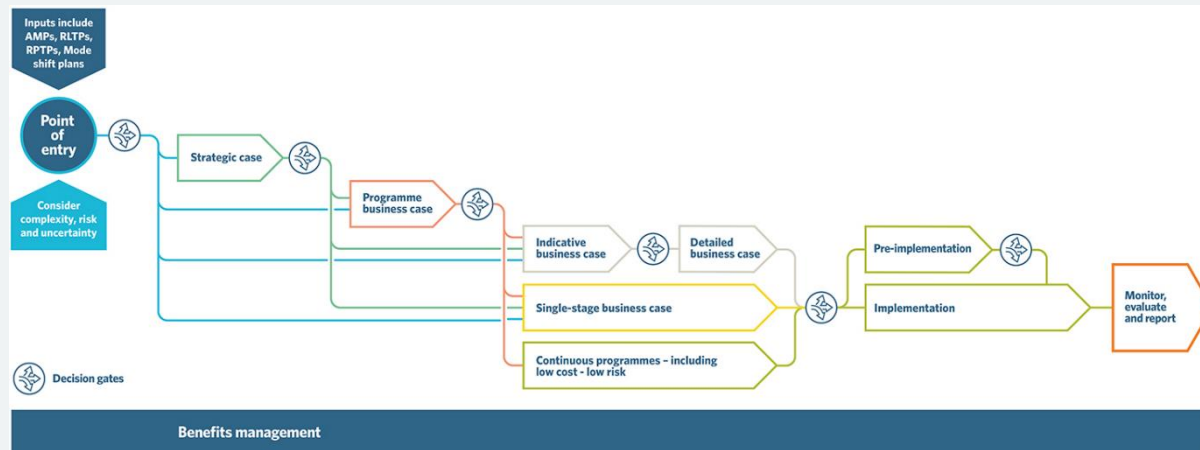
13. **Safety in Design:** Describe your systems and processes for the application of safety in design, including maintenance, in the contract and how you will facilitate knowledge transfer to subsequent phases of the project, and including multi-modal safety, CPTED and SiD assessment processes.

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<sup>2</sup> Priority-group individuals include but are not limited to: people who identify as/with Māori, Pasifika, disability, LGBTQI+, refugees/migrants, people experiencing long-term or cyclical unemployment, Not in Education/Employment/Training (NEET), re-entering the workforce from childcare/ill-health/injury/correctional sentence or transitioning workforce sectors.

14. **Health, safety and wellbeing:** Describe your strategy for the management of health, safety and wellbeing, and how this will meet the NZTA *Contractor expectations: Minimum health, safety and wellbeing requirements.*
15. **Multi-modal design and sustainable urban mobility:** Describe your approach to ensuring all road users are catered for, how vulnerable road users will be prioritised and where appropriate in urban areas, how mode shift will be achieved.
16. **Other:** <<Guidance note: Discuss other items not listed above but related to your methodology, that you consider key to the delivery of the project outputs.>>

## Business Case



1. **Programme Business Case:** Demonstrate your knowledge of developing a programme business case by detailing the specific process and proposals for each of the key components.
2. **Single Stage Business Case (SSBC)/Indicative Business Case (IBC) / Detailed Business Case (DBC):**
  - Demonstrate your knowledge of developing a single stage business case by detailing the specific process and proposal for each of the key components and how this relates to the previous business case phases.
  - Describe how you will work collaboratively with NZTA and best optimise inputs when producing the single stage business case
  - Describe how you propose to right-size and stage the business case based on your knowledge of the business case approach, and the endorsed Point of Entry document, and how this will deliver on NZTA's outcomes.
  - Demonstrate your knowledge of applying the intervention hierarchy and transport planning principles to shape options selection
  - Demonstrate your understanding and experience in applying the NZTA benefits framework and management approach
  - Demonstrate how you will engage with relevant NZTA investment quality assessment personnel
  - Describe how you will work collaboratively with NZTA to appropriately realise the NZTA Māori Engagement Framework and Te Ara Kotahi.
  - Describe how you will identify the broad environmental, sustainability, social, urban and landscape context- risks and opportunities in which the project is proposed.
3. **Geotechnical Testing and Analysis:** Describe in your Preliminary Geotechnical Appraisal how you propose to:

- Identify potential geotechnical risks and issues,
- Assess and quantify the risks to provide confidence in the design assumptions and estimates,
- Identify the Geotechnical Testing necessary to confirm major confidence issues within a schedule of recommended testing required to complete the project design, and
- Differentiate between testing for the pre-implementation and design stages

#### **Pre-implementation and D&C: Specimen pre-implementation items**

- 1. Statutory approvals:** Describe the activities and your involvement required, responsibilities for the different activities, timing and coordination of outputs including preparation of a consenting strategy and compliance management strategy. Include your strategy for engagement with the NZTA Environmental Planning Team (formerly Consents and Approvals Team).
- 2. Land entry and property requirements:** Work with NZTA's Transport Property team to provide a land entry and property strategy that aligns with any current Memorandums of Understanding (MoUs), confirms the land purchase requirements for the project and confirms how you propose to work with the "Other Consultants" in the property acquisition process.
- 3. Survey:** Provide details of the topographical, engineering and legal site survey required and that you propose. This shall include a schedule of all survey identified as being required, and a description of the key rationale used in developing this schedule.
- 4. Bridges, geotechnical structures and other significant highway structures:** Describe how you propose to develop and consider options in your Structures Option Report(s) and Structures Design Statement(s) in accordance with the NZTA Highway structures design guide.
- 5. Multi-modal design and sustainable urban mobility:** Describe your approach to ensuring all road users are catered for, how vulnerable road users will be prioritised and where appropriate in urban areas, how mode shift will be achieved.
- 6. Environmental and Social Responsibility:** Provide details on monitoring/investigations, assessments, frameworks, management plans, mitigation plans and application of sustainability rating tools. Describe the approach to consider and minimise the impact on, or enhance, the current context socially and environmentally in a way which is consistent with:
  - The Resource Management Act 1991 and other relevant environmental legislation
  - NZTA Sustainability Action Plan Toitū Te Taiao
  - NZTA Environmental and Social Responsibility Policy and related operational policies
  - NZTA Environmental and Social Responsibility Manual and Z19 State Highway Environmental and Social Responsibility Standard
  - The project's Urban and Landscape Design Framework
  - Establishing ISCA framework and accreditation processes.
- 7. Culture and Heritage:** Describe how your approach will consider and minimise the impact on, or enhance any places of cultural and historic heritage significance through factors identified in the NZTA Historic Heritage Impact Assessment Guide and the Heritage New Zealand Pouhere Taonga Act 2014. Outline any additional survey requirements to better understand the cultural and historic heritage present through field survey / ground penetrating radar (GPR), community and iwi engagement etc. Include your strategy for ensuring that Historic and Cultural Heritage is considered within the design framework and engagement strategy, including involvement of NZTA Heritage Specialists and Te Matangi Regional Adviser.

8.	<b>Design Process:</b> Describe your design process and how it will deliver, a design that meets or exceeds NZTA's expectations and statutory approval requirements, and make allowance for key NZTA inputs and inputs from the "Other Consultants". Outline what you consider to be the key design elements what review processes you will undertake to review / challenge the design and take into consideration the life cycle of an asset, from concept to detailed design, constructability through to future use, maintenance and demolition.
9.	<b>Value Engineering:</b> Describe your understanding of Value Engineering, its application to the Design phase of this project and the benefits you would see ensuing.
10.	<b>Contract Documentation:</b> Describe the key design documentation, including drawings and contract documents including any provision for construction staging that you will produce at the completion of the design Phase.
11.	<b>PW Contract Preparation:</b> Detail your approach to the procurement of a supplier for the main physical works contract, demonstrating your understanding of NZTA's procedures in this regard. List specific requirements that might be included in the documents. Include details of the resources that will be provided, and how they will be utilised to this purpose.
12.	<b>Māori Engagement and Te Ara Kotahi Our Māori Strategy:</b> Describe how your approach aligns with and gives realisation to Te Ara Kotahi Our Māori Strategy including engagement and consultation plans.
13.	<b>Other:</b> <<Note to Tenderers: Discuss other items not listed above but related to your methodology, that you consider key to the delivery of the project outputs.>>
<b>Implementation</b>	
1.	<b>Partnering:</b> Describe your understanding of Partnering, its application to the Physical Works phase of this project and the benefits you would see ensuing.
2.	<b>Contract Management:</b> Detail the proposed tender evaluation and contract management processes you intend following and potential issues.
3.	<b>Contract finalisation:</b> Detail your obligations at the conclusion of the contract and how you propose ensuring the timely delivery of; final documentation and reports, quality files, quality data in the format specified in NZTA standards the ITS and RVT, certification of the works as specified, issuing the practical completion certificate(s), final land requirement plans, legalisation surveys, Road Construction Information Sheets, Highway Structures Information Management System (HSIMS), geotechnical asset shape and data files, Input Forms, As-Built Drawings, Asset Owner's Manual and inputs prior to practical completion and during the defects notification period as specified.
4.	<b>Other:</b> <<Note to Tenderers: Discuss other items not listed above but related to your methodology, that you consider key to the delivery of the project outputs.>>

### 3.5 Evaluation criteria – weightings

Proposals will be evaluated in accordance with the following weightings and the relevant sections of the NZTA *Contract Procedures Manual* (SM021).

<<Guidance note: Where a non-price attribute is used, the weighting applied must not be less than 10% and Price must not be less than 20% and must not exceed 30% without specific approval. If the Price weighting exceeds 30% then approval from the Manager Procurement Services must be obtained. The total must add up to 100%. The marking forms must be updated to reflect the selected option and corresponding option in Section 4 (Price).>>>

<<Insert evaluation model as per Section 3.3 above>>

Weightings	
Attribute	Weighting
Relevant Experience	10% [Pass/Fail]
Track Record	10% [Pass/Fail]
Relevant Skills	25% [Pass/Fail]
Methodology	35% [Pass/Fail]
Price	20%
Total	100%

### 3.6 Scoring

Refer to evaluation summary forms and guidelines in the NZTA *Contract Procedures Manual* (SM021).

### 3.7 Alternative Tenders

As the scope has been clearly defined in the RFT documents, no alternative tenders are to be submitted by Tenderers. If an alternative Tender is submitted, it will be rejected by the TET and not considered at all.

### 3.8 Evaluation process and due diligence

The TET will complete their individual evaluation of the Tender (excluding Price) and then meet and reach preliminary agreement on the evaluation of the non-price attribute score for each Tender.

The final scores will be submitted to NZTA's delegated authority for approval to open the price file for all Tenders. Following opening the price file for all Tenders and identification of the Tenderer with the lowest adjusted evaluation price, a pre-letting meeting may be held with the Tenderer who submitted the Preferred Tender.

<<Guidance note: Replace the preceding paragraph with the following when using the Purchaser nominated price model.>> The final scores will be submitted to NZTA's delegated authority for approval to open the price file for the Tender with the highest non-price attribute score. Following opening of the price file and confirmation that the tendered price is equal or less than the Purchaser Nominated Price, a pre-letting meeting may be held with the Tenderer who submitted the Preferred Tender. When the tendered price is greater than the Purchaser Nominated Price, then that Tender will be deemed non-conforming and the next highest scoring Tenderer's price file will be opened and assessed. The same process will be followed until a Preferred Tenderer is found.

Alternative <<guidance note: Replace the preceding paragraph with the following when using the Brooks' law model.>> The final scores will be submitted to NZTA's Delegated Authority for approval to open the price file of the highest ranked tenderer only. All the other prices will remain unopened. A pre-letting meeting will be held with the preferred tenderer following opening of the price file and if negotiation is successful the contract will be awarded. If the negotiation with the preferred tenderer fails, the second ranked supplier may be invited to negotiation. At this point, the price for the second ranked supplier would be opened.

Final acceptance of a Tender will be confirmed following submission of a report and recommendation by the TET to NZTA's delegated authority.

In addition to the above, we **will** undertake the following process and due diligence in relation to shortlisted Tenderers. The findings **will** be considered in the evaluation process.

- (a) reference check the Tenderer organisation and named personnel
- (b) interview Tenderers

Interviews shall not introduce information additional to that submitted in the Tender, but are expected to clarify or confirm issues not fully presented in the Tender or resulting from the interview. Interviews will not be used to provide additional information to Tenderers. Any representations made by NZTA at such interview will not be binding unless committed to writing and signed by both parties. Interviews will be held at NZTA's office in [City], at [one week's] notice.

- (c) request Tenderers make a presentation

<<Guidance note: use of presentations should be outlined within the project's sourcing plan and signed off by the Procurement Services team. Presentations are typically used as part of a quality-only process for a complex procurement or can be used for clarification post tender if the TET has concerns over the submissions. Contact the procurement Services team for further guidance>>

- Presentations will begin the following week after the Deadline for Tenders. Two hours will be allowed for Tenderers to make their presentation including questions. Order and specific times for presentations will be drawn by lot and advised to each Tenderer one week prior to the Deadline for Tenders.
- Presentations will be held at NZTA's office in [City]. Tenderers will be required to provide any audio-visual equipment required for their presentation.
- The objective of the presentation is to:
  - Highlight key aspects of the bid;
  - Introduce key team members;
  - Provide a roadmap of the Tender for the evaluation panel including structure, definitions etc.
- Tenderers shall not provide new information in their presentations.
- Each Tenderer shall conduct their presentation on the assumption that the evaluation panel has no knowledge of the content of the Tender.
- The evaluation panel will be permitted to ask questions seeking clarification only.
- The Tenderer will be permitted to distribute up to 10 pages of charts and diagrams to assist with its presentation. These pages shall be returned to the Tenderer at the end of the presentation.

<<Guidance note: The following are checks you may want to make – update the list if you want to reserve the right to make these additional checks.>>

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

- (a) reference check the Tenderer organisation and named personnel
- (b) other checks against the Tenderer e.g. Companies Office, potential national security risks
- (c) inspect audited accounts for the last three financial years
- (d) undertake a credit check



- (e) undertake a Police check for all named personnel

### 3.9 Pre-letting meeting

<<Guidance note: It is recommended you select “pre-letting meeting” to enable you to negotiate contract terms and rates, especially if you have selected a Quality/Brook’s Law tender. These pre-letting meetings may be held either in person or virtually. Delete all of 3.9 if not applicable.>>

Following the opening of the price file, and prior to contract award, NZTA will hold a pre-letting meeting(s) with the Preferred Tenderer unless approval not to hold a pre-letting meeting is obtained via the TET Report.

Meeting(s) will be convened as required by NZTA, who will involve any other advisors on an ‘as-required’ basis. The Preferred Tenderer shall be represented by key personnel, who would usually include, as a minimum, the team leader and/or the deputy team leader.

The pre-letting meeting(s) will be aimed at developing a more refined and robust contract and consist of a contractual meeting with resolutions minuted and signed by both parties. The Contract will be updated to reflect the agreed outcomes. Matters to be discussed will include but not limited to:

- a) Resolving any outstanding issues including ambiguities or shortcomings associated with the RFT documents or Tender;
- b) Clarifying the interpretation of the scope of services to be provided;
- c) Confirm the Tenderer understands NZTA’s risk based/risk sharing approach to Business Case development and address initial queries around strategic fit and the development of assessment profiles;
- d) Confirming the Tenderer’s methodology and resources to be applied, and resolving any issues where any potential misalignment is found;
- e) A review of the appropriateness of the organisational ownership of risks identified to date, and their analysis, evaluation and proposed treatment;
- f) Reviewing the Tenderer’s proposed programme (and RAP where it exists as a separate but dependent programme);
- g) Confirming consultation requirements with affected parties, if appropriate;
- h) Confirming the process and requirements associated with delivering the strategy for consenting and any supporting environmental assessments;
- i) Confirming property acquisition process requirements; and
- j) Negotiating any contract terms that do not change the tendered price (e.g. the lump sums and rates that make up the sums associated with all services, additional services may be discussed, agreed and adjusted). **Alternative for brook’s law: negotiating any contract terms including pricing/ rates or lump sums where appropriate.**

### 3.10 Evaluation Forms

<<Guidance note: The forms listed below are driven from your choice of supplier selection method e.g. if you have chosen to exclude Track Record, then remove the Track Record column from the evaluation form.>>

The following evaluation forms will be used in the evaluation of non-price attributes:

- Form A: Relevant Experience and Track Record
- Form B: Relevant Skills

- Form C: Methodology

Sub-attribute weightings for the criteria will be assessed in the evaluation of the non-price attributes shall be stated on the forms. If no sub-attribute weightings are shown, the assessment criteria will be evaluated as having equal weightings.



Form A				
	Relevant Experience (Weighting <b>XX%</b> ) or no weighting for <b>LPC</b>			Track Record (Weighting <b>XX%</b> ) or no weighting for <b>LPC</b>
Project <<Relevance, Currency & Scale to add to 100% or Pass/Fail for LPC>>	Relevance (70%) or Pass/Fail	Currency (20%) (Years ago or % complete) or Pass/Fail	Scale (10%) (% of Estimate) or Pass/Fail	Performance – Standard (100%) or Pass/Fail
<<Remove row for LPC>>	35 or less: Not related 40, 45: Barely related 50, 55: related 60, 65, 70: Particularly related 75, 80, 85: Very related 90, 95, 100: Extremely related	35 or less: 5+ years or < 50% complete 40, 45: 4–5 years or 50-60% complete 50, 55: 3-4 years or 60-70% complete 60, 65, 70: 2-3 years or 70-80% complete 75, 80, 85: 1-2 years or 80-90% complete 90, 95, 100: 0-1 years or 90-99% complete	35 or less: <35% of estimate 40, 45: 35-50% of Estimate 50, 55: 50-70% of Estimate 60, 65, 70: 70-90% of Estimate 75, 80, 85: 90-100% of Estimate 90, 95, 100: > or = Estimate	35 or less: Unsatisfactory 36-to 49: Needs Improvement 50-to 59: Acceptable 60 to 70: Requirements fully met 71 to 85: Exceeds Requirements 86 to 100: Superlative
Summary Rating: <<remove row for LPC>>				
Tenderer:	Relevant Experience Rating:			
	Track Record Rating:			

**Guidance note:**

- Relevant Experience and track record weighting must align to the % weighting chosen in the Supplier Selection Method.
- Sub attribute weightings are the default and may be amended as appropriate.

**Evaluators Comments** (Continue on Separate Sheet if Necessary)

**Note to TET:**

- Relevant experience relates to company not individuals;
- Company permanence and commonality of personnel with those nominated in RS are of greater relevance;
- Relevant experience should include relevant experience of key sub-consultants if appropriate;
- Recent experience is more valuable than historic experience (for uncommon or unusual projects older than 5 years, currency is to be assessed more moderately);
- Where the relevant phase is incomplete or more than 5 years old, the TET may consider downgrading the Project.
- Can the Tenderer readily adapt existing experience to the type of work being tendered for?
- The TET should consider the following when evaluating:
  - List key aspects of project here
- Track Record relates to company, not individuals, and should include track record of key sub-consultants;
- Where there are not sufficient PACE reviews on record we will interview referees to determine the tenderers ability to complete the work. .
- 

**Project 1:**

**Project 2:**

**Project 3:**

Form B				
Relevant Skills (Weighting <b>XX%</b> ) or no weighting for LPC				
Personnel <<row to add to 100% or Pass/Fail for LPC>>		Qualification and Training (50%) or Pass/Fail	Practical Experience (40%) or Pass/Fail	Focus (10%) or Pass/Fail
<<remove row for LPC>>  <<% column to add to 100% or no weightings for LPC>>		35 or less: Barely adequate 40, 45: Adequate 50, 55: Meets requirements 60, 65, 70: Related 75, 80, 85: Very Related 90, 95, 100: Directly Applicable	35 or less: Poor 40, 45: Below Average 50, 55: Average 60, 65, 70: Above Average 75, 80, 85: Good 90, 95, 100: Excellent	35 or less: Poor 40, 45: Below Average 50, 55: Average 60, 65, 70: Above Average 75, 80, 85: Good 90, 95, 100: Excellent
Team Leader/Project Director % or no weighting for LPC – applicable to all selected below	XX%			
Project Manager	XX%			
Design Manager	XX%			
Designer(s)	XX%			
Communications & Engagement Manager and Personnel	XX%			
RMA Planning Lead and Personnel	XX%			
Bridge/Culvert Designer	XX%			
Environmental Manager and Personnel	XX%			
Emissions Trading Scheme Forestry Manager	XX%			
Multi-modal & Sustainable Transport Engineer	XX%			
Sustainable Transport Planner	XX%			
Urban Designer	XX%			
Geotechnical Engineer	XX%			
Engineering Geologist				
Contract Administrator(s)	XX%			
Estimator	XX%			
Economist	XX%			
Financial Analyst	XX%			
Commercial Analyst	XX%			
Risk Management Specialist	XX%			
Quality Manager	XX%			
Field Staff	XX%			
Electronics/ Communications Engineer	XX%			
Software Support	XX%			
Data Analysis	XX%			
Weigh in Motion Engineer	XX%			
Sub-consultants' Management Personnel	XX%			
Other	XX%			
Summary Rating: <<remove row for LPC>>				

Tenderer:		Relevant Skills Rating:	
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**Guidance note:**

- The personnel selected above must align with the Personnel Schedule.
- This list is not exhaustive. The PM must ensure the personnel listed are appropriate for their project. PMs are encouraged to consult with the relevant SMEs to determine what skills are appropriate for the project. Personnel should be limited to 4-8 of the consultant's key personnel involved with the project.
- Relevant Skills weighting must align to the % weighting chosen in the Supplier Selection Method.
- Sub attribute weightings are the default, and may be amended as appropriate.

**Evaluators Comments:** (Continue on Separate Sheet if Necessary)

**Note to TET:**

- Relevant Skills relates to individuals not company, and should include relevant skills of key sub-consultants, if the positions listed are to be filled by sub-consultants.
- The TET should refer to the minimum requirements listed for each role in section 2.2

Form C			
Methodology (Weighting <b>XX%</b> ) or no weighting for LPC			
Factor <<Standard 100% or Pass/Fail for LPC>>		Standard (100%) or Pass/Fail	
<<remove this row for LPC>>		35 or less: Poor 40, 45: Below Average 50, 55: Average 60, 65, 70: Above Average 75, 80, 85: Good 90, 95, 100: Excellent	
<<column to add to 100% or no weightings for LPC>>			
Project Organisational Structure or no weighting for LPC– applicable to all selected below	XX%		
Consultants Programme	XX%		
Knowledge of Contract Area and Factors Affecting the Project	XX%		
Management Relationship – Project Control	XX%		
Stakeholder and Community Engagement	XX%		
Māori Partnership Approach			
Risk Management	XX%		
Broader Outcomes	XX%		
Innovation, New Procedures, Techniques, etc	XX%		
Quality Assurance	XX%		
Safety in Design	XX%		
Maintenance in design			
Health, safety and wellbeing	XX%		
Programme Business Case	XX%		
Single Stage Business Case	XX%		
Resource Consents and other Statutory Approvals			
Geotechnical Testing and Analysis	XX%		
Land entry and property requirements	XX%		
Survey	XX%		
Bridges, geotechnical structures and other significant highway structures	XX%		
Multi-modal and sustainable urban mobility			
Environmental and Social Responsibility	XX%		
Heritage including archaeology and built heritage	XX%		
Design Process	XX%		
Value Engineering	XX%		
Contract Documentation	XX%		
PW Contract Preparation	XX%		
Partnering	XX%		
Contract Management	XX%		
Contract Surveillance and Quality Assurance	XX%		
Contract finalisation	XX%		
Technical approvals	XX%		
Other	XX%		
Summary Rating: <<remove this row for LPC>>			
Tenderer:		Methodology Rating:	

**Guidance note:**

- The list headings above must correspond to the headings selected within 2.3 Methodology.

Form C	
Methodology (Weighting <b>XX%</b> ) or no weighting for LPC	
Factor <<Standard 100% or Pass/Fail for LPC>>	Standard (100%) or <b>Pass/Fail</b>
<<remove this row for LPC>>	35 or less: Poor 40, 45: Below Average 50, 55: Average 60, 65, 70: Above Average 75, 80, 85: Good 90, 95, 100: Excellent
<<column to add to 100% or no weightings for LPC>>	

- This list is not exhaustive. The factors should be limited to 4-6 and be project specific.
- Methodology weighting must align to the % weighting chosen in the Supplier Selection Method.

### Evaluators Comments: (Continue on Separate Sheet if Necessary)

#### Note to TET:

- Methodology relates to the proposed method of carrying out the professional services, and should include methodology and company systems of key sub-consultants if services are to be carried out by sub-consultants;
- Company systems marked are those specifically proposed and adapted to meet the needs of this project, not those used on previous contracts;
- This attribute also evaluates procedures the Tenderer proposes to use to achieve the specified end result; and
- TET should consider the following when evaluating methodology:
  - Does the submission focus on this project?
  - Is the methodology appropriate?
  - What risks are there associated with proposed innovations?
  - Is the proposed observation/supervision of the construction appropriate?

# SECTION 4: PRICING INFORMATION

<<Guidance note: Make it clear what level of detail you require in the pricing information and quote. It is recommended that you provide a pricing schedule template it easier for Tenderers to structure their pricing information and for your panel to compare 'apples with apples'.>>

This section sets out the pricing component to Tenderers submitting a Tender.

## 4.1 Pricing

<< Guidance note: you must choose at least one of the following pricing methods. You also have the option to choose both Base Estimate and Brook's Law>>

### Base Estimate

<<Guidance note: The Base Estimate should be known and Base Estimate should be selected for all RFTs, excluding Target Price option. It is important that the Base Estimate is appropriate as it is used in the Evaluation Approach.>>

For transparency purposes, the 'base estimate' as defined in the NZTA *Cost Estimation Manual* (SM014) used in the Evaluation Approach is given below:

Base Estimate:	Estimate: \$ insert
This includes schedule fixed amounts of:	Provisional sum: \$ insert

If Tenderers have any concerns regarding the accuracy of the base estimate, Tenderers may submit their concerns directly to the Probity Auditor up to the Deadline for Questions as set out in Section 6, paragraph 6.3.

### Brook's Law

This is a Brook's Law tender. The Price will be based on the outcome of price negotiations.

Optional: a Schedule of Rates is required to be submitted for the purpose of negotiation. Rates submitted are expected to be commercially competitive and to take into account savings the Tenderer will generate from volume of work on this contract.

### Purchaser Nominated Price

The Purchaser Nominated Price is given below:

Purchaser Nominated Price:	PNP: \$ insert
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Tenderers are required to submit a tender price that is equal to or less than the Purchase Nominated Price for their Tender to be considered conforming. Any Tender greater than the Purchaser Nominated Price will be considered non-conforming and will be rejected.

If Tenderers have any concerns regarding the accuracy of the Purchaser Nominated Price, Tenderers may submit their concerns directly to the Probity Auditor up to the Deadline for Questions as set out in Section 6, paragraph 6.3.

## 4.2 Pricing information in Tender

Tenderers are to provide their price as part of their Tender. In submitting the Price the Tenderers must meet the following:

- (a) Tenderers are to use the pricing schedule template provided.
- (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. <<Guidance note: Insert here details of any costs that you want to ensure are captured e.g. freight costs, exchange rate fluctuations etc.>>. It must also clearly state the total Contract price exclusive of GST.
- (c) where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- (d) in preparing their Tender, Tenderers are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Tender and pricing information to manage such risks and contingencies.
- (e) respondents are to document in their Tender all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that NZTA or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- (f) prices should be tendered in NZ\$. Unless otherwise agreed, NZTA will arrange contractual payments in NZ\$. <<Guidance note: If there are foreign exchange implications explain how risk in foreign exchange will be dealt with here.>>

## SECTION 5: OUR PROPOSED CONTRACT

<<Guidance note: The Proposed Contract should be attached as a separate PDF via GETs. Seek advice from your procurement team or legal team if any changes are required to the standard terms and conditions for this procurement.>>

This section sets out the contract component to Respondents submitting a proposal.

### 5.1 Proposed Contract

The Proposed Contract that we intend to use for this procurement is attached to this RFT (via GETs).

NZTA's preference is that the Tender does not contain any tags. If the Tender does not contain any tags, you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

Where the Tenderer does have tags on the Proposed Contract, these need to be clearly identified as such in the Tender for consideration by NZTA. **Tender tag and clarification statements must include the following information for each item:**

- (a) Reference to the part of the Contract that is intended to be changed;**
- (b) A full description of the proposed change; and**
- (c) The Tenderer's reason for requiring such a change to the Contract.**

**Any statement that has the general effect of being a tag or clarification but is not included in a Tender tag and clarification statement may be disregarded at NZTA's discretion, does not take precedence over the requirements of this RFT and is of no effect unless such effect is expressly recognised in writing by NZTA.**

**NZTA is not required to accept any tag or clarification. Tenderers may be required to modify or remove any or all tags or clarification at NZTA's request. Failure to modify or remove a tag or clarification on request by result in that Tender being deemed to be non-conforming.**

**NZTA may, at its discretion, assign a premium to any Tender in respect of an accepted tag or clarification that NZTA considers alters the risks, benefits or cost of the project.**



## SECTION 6: RFT TERMS

### 6.1 Information from a Tenderer

- (a) The Tenderer must ensure that all information they provide to NZTA:
  - (i) is true, accurate and complete;
  - (ii) is not misleading in any material respect; and
  - (iii) does not contain material that infringes a third party's intellectual property rights.
- (b) NZTA may rely on the Tender and all information provided by the Tenderer during the RFT process (e.g. correspondence and negotiations).

### 6.2 Issues and complaints

- (a) A Tenderer may, in good faith, raise with NZTA any issue or complaint about the RFT, or the RFT process at any time.
- (a) When this occurs:
  - (i) NZTA will consider and respond promptly and impartially to the Tenderer's issue or complaint;
  - (ii) both NZTA and the Tenderer must do their best to resolve any issue or complaint; and
  - (iii) NZTA must not allow the issue or complaint to prejudice the Tenderer's participation in the RFT process, or limit or affect the Tenderer's future procurement opportunities.

### 6.3 Point of Contact

- (a) The Tenderer must direct all enquiries regarding the RFT to NZTA's Point of Contact in Section 1 of the RFT. Tenderers must not directly or indirectly approach any other employee or other representative of NZTA, or any other person, to solicit information concerning any aspect of the RFT.
- (b) Only the Point of Contact, and any authorised person of NZTA, are authorised to communicate with Tenderers regarding any aspect of the RFT. NZTA will not be bound by any statement made by any other person.
- (c) NZTA may change the Point of Contact at any time. NZTA will notify Tenderers of any such change by email or posting a notification on GETS.
- (d) Where a Tenderer has an existing contract with NZTA, Tenderers must not use business as usual contacts to lobby NZTA, solicit information or discuss aspects of the RFT.

### 6.4 Communications

- (a) It is the Tenderer's responsibility to ensure NZTA's Point of Contact has received any request for clarification raised.
- (b) Where NZTA considers it necessary and/or appropriate, NZTA's response to a question from a Tenderer will be made in writing:
  - (i) by way of a Notice to Tenderers, which will be sent to all suppliers who have received this RFT. Tenderers will be asked to acknowledge receipt of each Notice to Tenderers by emailing or returning the Acknowledgement Receipt to the NZTA Point of Contact.

Tenderers are also required to confirm receipt of each Notice to Tenderers in their Tender; or

- (ii) for commercial in confidence queries, by way of Notice to Specific Tenderer. The Tenderer will be asked to acknowledge receipt of each Notice to Specific Tenderer by emailing or returning the Acknowledgement Receipt to the NZTA Point of Contact. Tenderers are also required to confirm receipt of each Notice to Specific Tenderer in their Tender.

## 6.5 Third party information

- (a) NZTA may request information from a third party where NZTA considers the information may be relevant to the RFT process, excluding commercially sensitive information about pricing or contract terms.
- (a) If this occurs, the Tenderer:
  - (i) authorises NZTA to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to NZTA;
  - (ii) agrees NZTA may use that information in its evaluation of the Tender must ensure that all referees listed in the Tender agree to provide a reference; and
  - (iii) must ensure that all referees listed in the Tender agree to provide a reference.

## 6.6 Conflict of interest

- (a) Each Tenderer must complete the Conflict of Interest Declaration.
- (b) If a Conflict of Interest arises during the RFT process, the Tenderer must inform NZTA immediately.
- (c) NZTA may exclude a Tenderer from the RFT process if a material Conflict of Interest arises.

## 6.7 Ethics

- (a) Tenderers must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of NZTA in relation to the RFT or the RFT process.
- (b) NZTA may exclude a Tenderer from the RFT process for a breach of paragraphs 6.3(a), 6.3(d) or 6.7(a).
- (c) To maintain a fair and ethical RFT process, NZTA may require additional declarations or other evidence from a Tenderer, or any other person, at any time.

## 6.8 Anti-collusion and bid rigging

- (a) By submitting a Tender, the Tenderer warrants that:
  - (i) the Tender has not been prepared in collusion with a Competitor; and
  - (ii) it will not engage in deceptive or improper conduct during the RFT process.
- (b) NZTA may exclude a Tenderer from the RFT process for a breach of the warranties in paragraph 6.8(a).
- (c) NZTA reserves the right to report suspected collusive or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including a Tender.

## 6.9 Confidential information

- (a) Without limiting any other confidentiality agreement between them, NZTA and the Tenderer will each take reasonable steps to protect the other party's Confidential Information
- (b) Except as permitted in this Section 6.9, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- (c) Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the RFT process on that party's 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 RFT. When this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the RFT process.
- (d) Each Tenderer acknowledges that NZTA's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (**OIA**), the Privacy Act 2020, parliamentary and constitutional convention and any other obligations imposed by law. Where NZTA receives an OIA request that relates to a Tenderer's Confidential Information, NZTA will consult with the Tenderer and may ask the Tenderer to explain why the information is considered by the Tenderer to be confidential or commercially sensitive.
- (e) A Tenderer may disclose NZTA's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Tenderer or any related entity are currently listed. Unless prohibited by law, the Tenderer must consult with NZTA before making such a disclosure.
- (f) NZTA will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspended collusive or anti-competitive tendering behaviour.

## 6.10 Cost of participating in the RFT process

- (d) Except as otherwise stated in the RFT, each Tenderer will meet its own costs associated with the preparation and presentation of its Tender and any negotiations.

## 6.11 Ownership of documents

- (a) The RFT and its contents remain the property of NZTA. All Intellectual Property rights in the RFT remain the property of NZTA or its licensors.
- (b) NZTA may request the immediate return or destruction of any or all RFT documents and any copies. Tenderers must comply with any such request in a timely manner.
- (c) All documents forming the Tender will, when delivered to NZTA, become the property of NZTA. Tenders will not be returned to Tenderers at the end of the RFT process.
- (d) Intellectual Property rights in the Tender remain the property of the Tenderer or its licensors.
- (e) The Tenderer grants to NZTA a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Tender for any purpose related to the RFT process.

## 6.12 Limited rights and obligations

- (a) Except as stated otherwise in this Section 6.12, nothing in the RFT, these RFT terms or the RFT process, creates a process contract or any other legal relationship between NZTA and any Tenderer, unless and until they enter into a Contract.
- (b) The following are binding on the Tenderer:

- (i) the Tenderer's signed declaration in its Tender;
  - (ii) the Tenderer's obligation under Section 1.6 to ensure the Tender remains open for the Offer Validity Period;
  - (iii) the Tenderer's obligations in Section 6.1. Nothing in this Section 6.12 takes away from any rights or remedies that NZTA may have in relation to the Tenderer's statements, representations or warranties in the Tender or in correspondence or negotiations with NZTA;
  - (iv) the RFT terms in this Section 6;
  - (v) the Evaluation Approach to be used by NZTA to assess Tenders as set out in Section 3 and the NZTA *Contract Procedures Manual* (SM021); and
  - (vi) any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- (c) Sections 6.9 and 6.11 are binding on NZTA.
  - (d) Where applicable, NZTA and each Tenderer are bound by any other obligation expressly identified in Section 1 of the RFT as being binding.
  - (e) All terms and other obligations that are binding on NZTA are subject to NZTA's additional rights in Section 6.14.

## 6.13 Exclusion from the RFT process

- (a) NZTA may exclude a Tenderer from the RFT process if the Tenderer:
  - (i) has not provided requested information in the correct format;
  - (ii) has breached the RFT terms and NZTA considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Tenderer);
  - (iii) included a material error, omission or inaccuracy in the Tender;
  - (iv) is in bankruptcy, receivership or liquidation;
  - (v) has made a false declaration;
  - (vi) has a conviction for a serious crime or offence;
  - (vii) has failed to pay taxes, duties or other levies;
  - (viii) represents a threat to national security or the confidentiality of sensitive government information; and/or
  - (ix) is a person or organisation designated as a terrorist by New Zealand Police.
- (b) NZTA may exclude a Tenderer from the RFT process if:
  - (i) there is a serious performance issue in a historic or current contract delivered by the Tenderer;
  - (ii) NZTA considers the integrity of the Tenderer is in doubt due to the Tenderer's professional misconduct or an act or omission contrary to the Supplier Code of Conduct; and/or
  - (iii) NZTA becomes aware of any other matter that materially diminishes NZTA's trust in the Tenderer.

## 6.14 NZTA's additional rights

- (a) Despite any other provision in the RFT, NZTA may, on giving due notice to Tenderers:
  - (i) amend, suspend, cancel and/or re-issue the RFT, or any part of the RFT; and/or
  - (ii) make any change to material aspects of the RFT (including any change to the timeline, Requirements or Evaluation Approach), provided the Tenderers are given a reasonable time within which to respond to the change.
- (b) Despite any other provision in the RFT, NZTA may:
  - (i) accept a late Tender if it is NZTA's fault that it is received late, or if NZTA considers there is no material prejudice to other Tenderers in accepting a later Tender. NZTA will not accept a late Tender if it considers that there is risk of collusion on the part of a Tenderer, or the Tenderer may have knowledge of the content of any other Tender;
  - (ii) answer a question submitted after the Deadline for Questions;
  - (iii) accept or reject any Tender, or part of a Tender, including any non-compliant, non-conforming or alternative Tender;
  - (iv) decide not to accept the lowest price conforming Tender unless stated otherwise in the Evaluation Approach;
  - (v) decide not to enter into a Contract with any Tenderer;
  - (vi) provide or withhold from any Tenderer information in relation to any question arising in relation to the RFT. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Tenderer, is inappropriate to supply at the time of the request or cannot be released for legal reasons; and
  - (vii) waive irregularities or requirements around the RFT process where NZTA considers it appropriate and reasonable to do so.
- (c) NZTA may make its selection conditional on the Tenderer agreeing to NZTA selecting individual elements of the Tender that can be delivered separately, unless the Tender specifically states that the Tender, or elements of the Tender, must be taken collectively.

## 6.15 New Zealand law

The laws of New Zealand shall govern the RFT. Each Tenderer agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the RFT or the RFT process. The Tenderer agrees that it cannot bring any claim in relation to the RFT except in a New Zealand court.

## 6.16 Disclaimer

- (a) Nothing contained or implied in the RFT, or RFT process, or any other communication by NZTA to any Tenderer shall be construed as legal, financial or other advice. NZTA will endeavour to provide accurate information in any communication, but the Tenderers accept this information is not independently verified and may not be up-to-date.
- (b) NZTA 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 the Tenderer or any other person in respect of the RFT process, whether as a result of NZTA exercising its rights under Section 6.14, NZTA's negligence or breach of this RFT Terms, NZTA failing to select the Tenderer as the Preferred Tenderer, or any other cause.
- (c) To the extent that liability cannot be excluded, the maximum aggregate liability of NZTA, its agents and advisors in connection with the RFT process is \$1.

- (d) The limitations and exclusions in paragraphs b and c above do not apply to any liability NZTA may have for breach of confidentiality or infringement of the Tenderer's intellectual property rights.

## 6.17 Precedence

- (a) Any conflict or inconsistency in the RFT shall be resolved by giving precedence in the following descending order:
- (i) the NZTA *Procurement Manual*;
  - (ii) the NZTA *Contract Procedures Manual* (SM021);
  - (iii) Section 1 of the RFT;
  - (iv) these RFT Terms;
  - (v) all other Sections of this RFT document;
  - (vi) any additional information or document provided by NZTA to Tenderers through NZTA'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 more recent information or document will prevail.

## 6.18 Definitions

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

<b>Business Day</b>	Any weekday in Aotearoa 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>Competitors</b>	Any other business that is in competition with a Tenderer either in relation to the goods or services sought under the RFT or in general.
<b>Confidential Information</b>	<p>Information acquired by the other party (Recipient) from the other party (Provider) in connection with the RFT process, where that information:</p> <ul style="list-style-type: none"> <li>a) is by its nature confidential</li> <li>b) is marked at the time of disclosure by the Recipient as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted', and/or</li> <li>c) the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.</li> </ul> <p>This does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
<b>Conflict of Interest</b>	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Tenderer or any of its personnel do, could, or be perceived to</p> <ul style="list-style-type: none"> <li>a) conflict with the Tenderer's obligations to NZTA under the RFT or in the provision of the goods or services, and/or</li> <li>b) call into question the independence, objectivity or impartiality of any person involved in the RFT process on behalf of NZTA.</li> </ul> <p>A Conflict of Interest may be:</p>

	<p>c) actual: where the conflict currently exists</p> <p>d) potential: where the conflict is about to happen or could happen, or</p> <p>e) perceived: where other people may reasonably think that a person is compromised.</p>
<b>Contract</b>	The written Contract entered into by NZTA and the Preferred Tenderer/s for the delivery of the Requirements.
<b>Contract Award Notice</b>	A notice on GETS which NZTA is required to publish under Rule 48 of the Government Procurement Rules, when it has awarded a contract that is subject to those Procurement Rules.
<b>Deadline for Answers</b>	The deadline for NZTA to respond to questions submitted by a Tenderer stated in Section 1.2 of the RFT.
<b>Deadline for Tenders</b>	The deadline for delivering or submitting Tenders to NZTA as stated in Section 1 of the RFT.
<b>Deadline for Questions</b>	The deadline for submitting questions to NZTA as stated in Section 1 of the RFT.
<b>Declaration Form</b>	The declaration prescribed by NZTA and duly completed and submitted by a Tenderer as part of the Tender.
<b>Evaluation Approach</b>	The approach used by NZTA to evaluate Tenders as described in Section 3 of the RFT.
<b>GETS</b>	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a> .
<b>GST</b>	The goods and services tax payable in accordance with the 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>NZTA</b>	New Zealand Transport Agency.
<b>Offer Validity Period</b>	The period of time when a Tender is held open by the Tenderer for acceptance by NZTA as stated in Section 1 of the RFT.
<b>Point of Contact</b>	NZTA and each Tenderer are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFT process. NZTA's Point of Contact is identified in Section 1 of the RFT. The Tenderer's Point of Contact will be notified to NZTA on receipt of this RFT.
<b>Preferred Tenderer</b>	Following the evaluation of Tenders, the Tenderer/s who is named as the Preferred Tenderer to deliver all or part of the Requirements.
<b>Price</b>	The total amount, including all costs, fees, expenses and charges, to be charged by the Preferred Tenderer for the full delivery of the Requirements. Each Tender must include its Price.
<b>Proposed Contract</b>	The Contract terms and conditions proposed by NZTA for the delivery of the Requirements as described in Section 5 of the RFT.
<b>Registration of Interest</b>	A formal request by NZTA asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.

<b>Request for Tender (RFT)</b>	The RFT comprises the Registration of Interest (where used), this RFT document (including the RFT Terms) and any other schedule, appendix or document attached to this RFT, and any subsequent information provided by NZTA to Tenderers through NZTA's Point of Contact or GETS.
<b>Requirements</b>	NZTA's requirements for goods and/or services as described in Section 2 of the RFT.
<b>RFT Terms</b>	Means the RFT Terms as set out in Section 6 of the RFT.
<b>Tender</b>	The response a Tenderer submits in reply to the RFT. It comprises the response, the Tenderer's bid, financial and pricing information and all other information submitted by a Tenderer.
<b>Tenderer</b>	A person, company or organisation that submits a Tender in response to the RFT, including each member of any consortium.