



*Tender Document for*

## **Contract EW09/46 Supply of Signs : Preferred Supplier**

*Type of Contract: Supply*

**Prepared by:** .....

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**Approved  
for Tendering:** .....

Peter Higgs  
Engineering & Works Manager

Date: 9 December 2009  
Reference: PRJ0-10-775/n129465  
Status: Issue No. 1

**GISBORNE DISTRICT COUNCIL**

**CONTRACT N° EW09/46**

**CONTRACT FOR:**

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**SUPPLY OF SIGNS : PREFERRED SUPPLIER**

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**ADVERTISEMENT****Preferred supplier of council signs****2 year contract**

Council is rolling out refreshed branding onto its range of signs around the district. To ensure that all new signs meet our branding specifications a preferred supplier is sought. The two-year contract is for the production and supply of all council signs excluding road and street signs.

Tender documents are available from Customer Service in Fitzherbert Street. Tenders close at 1pm on Monday 21 December 2009. Lowest or any tender not necessarily accepted.

**GISBORNE DISTRICT COUNCIL**

**CONTRACT N° EW09/46**

**CONTRACT FOR: SUPPLY OF SIGNS : PREFERRED SUPPLIER**

**TENDER DOCUMENTS**

**GISBORNE DISTRICT COUNCIL**

**CONTRACT N° EW09/46**

**CONTRACT FOR: SUPPLY OF SIGNS : PREFERRED SUPPLIER**

**FORM OF TENDER**

I/We (the undersigned) hereby tender for **CONTRACT N° EW09/46** for **SUPPLY OF SIGNS : PREFERRED SUPPLIER**.

I/We confirm that we have examined the Tender Documents for the abovementioned works.

Our tender is for the sum of: \_\_\_\_\_ (\$\_\_\_\_\_)

(GST exclusive). Attached is a completed Schedule of Prices showing how we have calculated our tender sum.

Also attached is the sample of work referred to in the "Conditions of Tendering" 105.3(d).

This Tender, together with written acceptance thereof, shall constitute a binding agreement between me/us.

This tender is open for acceptance by the Principal for the period as stated in the Conditions of Tendering; otherwise for a period of one month from the closing date for tenders.

I/We acknowledge the receipt of the following Notices to Tenderers:                    1   2   3   4   5   6  
(Circle all those received)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Tenderer's Name

\_\_\_\_\_  
Tenderer's Signature

\_\_\_\_\_  
Tenderer's Designation

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address of Firm)

\_\_\_\_\_  
(GST Registration No.)

**GISBORNE DISTRICT COUNCIL**

**CONTRACT N° EW09/46**

**CONTRACT FOR: SUPPLY OF SIGNS : PREFERRED SUPPLIER**

**SCHEDULE OF PRICES  
(GST Exclusive)**

**Instructions:**

**Insert rates and multiply by quantity to get amount for each item. Total the item amounts to get the tendered amount.**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
	These quantities are Provisional for the two year contract and actual quantities are likely to vary from these:				
1.	Premises sign            2400 x 1200 mm	2	ea.		
2.	Reserves signs            1800 x 600 mm	16	ea.		
3.	Directional signs        600 x 150 mm	8	ea.		
4.	Information signs        900 x 600 mm	20	ea.		
5.	Information signs        600 x 600 mm	20	ea.		
6.	Building name signs     900 x 600 mm	6	ea.		
7.	Multi information signs 1200 x 1800 mm	4	ea.		
	Written official orders will be given for these as and when needed over the contract period				
	<b>TOTAL (GST Exclusive) Carried to Form of Tender</b>				<b>\$</b>

**GISBORNE DISTRICT COUNCIL**

**CONTRACT N° EW09/46**

**CONTRACT FOR: SUPPLY OF SIGNS : PREFERRED SUPPLIER**

**1.0 CONDITIONS OF TENDERING**

## 1.0 CONDITIONS OF TENDERING

The conditions of tendering shall be NZS3910:2003 : Conditions of Contract for Building and Civil Engineering Construction : CONDITIONS OF TENDERING, except where modified below:

### SCHEDULE TO CONDITIONS OF TENDERING

Contract for Supply of Signs : Preferred Supplier.

The conditions of tendering are those set out in NZS 3910:2003.

Clause numbers refer to conditions of tendering clauses.

#### 104.1 Add:

"Questions in relation to the tender documents shall be conveyed in writing to:

Toni Lexmond

Gisborne District Council

By 1:00 p.m. five days before tender closing date."

#### 104.3 Delete and replace with:

"Tenders shall be based on the Tender Documents and will be interpreted as relating to the Tender Documents unless clearly endorsed otherwise. Tenders submitted subject to endorsement will be considered accordingly."

#### 105.1 Delete and replace with:

"Tenders will close at the Gisborne District Council's Administrative Office, Fitzherbert Street (PO Box 747), Gisborne at 1:00 p.m. on Monday, 21 December 2009.

Tenders are to be enclosed in a sealed envelope addressed to:

The Tender Box  
Gisborne District Council  
PO Box 747  
Gisborne

The envelope (and courier pack, if applicable) shall be marked in the top left hand corner:

"Tender for Contract EW09/46 – Supply of Signs : Preferred Supplier"

#### 105.2 Delete and replace with:

"However delivered the tender must be at the place for closing before the closing time. Late tenders, or telegraphic, telefaxed, telexed or emailed tenders will not be accepted."

#### 105.3 Delete and replace with:

"Tenders shall be fully completed on the Form of Tender and extra copy of the Tender Schedules provided and shall include:

- (a) Form of Tender including GST registration number if applicable.
- (b) Schedule of Prices
- (c) A small sample of the tenderers work using Gisborne District Council templates. These can be ¼ full scale. A CD is supplied with the tender documents which includes the Adobe In Design template, and a file with an example."

**105.6 Delete and replace:**

"If the tender contains any error in extension of unit rates or in summation of items such as to vary the tendered sum, and the Principal or its agent becomes aware of the error prior to acceptance of any tender, then the Principal or its agent shall draw the error to the attention of the tenderer whose tender contains the error. The Principal or its agent shall adjust the unit rates after consultation with the tenderer to agree with the tendered sum as shown on the Form of Tender. The adjusted rates shall become the contract rates for payment. If agreement cannot be reached, then the tender may be rejected."

**105.7 Add new clause:**

"Tenders will be opened in public at the GDC Administrative Centre, Fitzherbert Street, Gisborne at 1:00 p.m. on the closing date."

**105.8 Add:**

"If the tendered schedules contain any item where no rate or extension has been inserted by the tenderer, it shall be assumed that the inserted rate is "nil" and that the tenderer has included the costs of undertaking this item in the other inserted rates."

**107.1 Delete and replace with:**

"The validity period of this tender is one month from date of opening. If no tender has been accepted within the tender validity period the Principal will notify tenderers whether their tenders are still under consideration, and if so will request tenderers to extend the validity period to suit."

**108 Add new****108.1 "Tagged Tenders**

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

**109 Add new****109 "Tender Evaluation**

109.1 Tender evaluation shall take into account:

- (i) Tendered Price and the other details on the Form of Tender
- (ii) Sample provided with tender (see 105.3(d))

109.2 The Principal shall not be bound to accept the lowest or any tender."

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**2.0 CONDITIONS OF CONTRACT**

## 2.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be AS/NZS4911:2003 : General Conditions of Contract for the Supply of Equipment Without Installation, as modified by Part At as follows:

These General Conditions may be inspected at the Gisborne District Council.

Item		
1	<i>Purchaser</i> (clause 1)	Gisborne District Council Represented by: The Community Relations Advisor (who for the time being is Toni Lexmond).
2	<i>Purchaser's address</i>	PO Box 747 Gisborne 4040 Phone: (06) 867 2049 Fax (06) 863 1619
3	<i>Supplier</i> (clause 1)	As identified in the letter of acceptance.
4	<i>Supplier's address</i>	As above.
5	Stated purpose for the <i>Equipment</i> (clause 1 – definition of <i>acceptable</i> )	All Council signs except road and street signs, during contract period.
6	(a) <i>Date for delivery</i> (clause 1 and subclause 19.1)  OR (b) <i>Period of time for delivery</i> (clause 1 and subclause 19.1)	Not applicable.  In accordance with specification 3.2.
7	<i>Delivery place</i> (clause 1 and subclause 19.1)	Gisborne District Council Fitzherbert Street, Gisborne
8	Mode of <i>delivery</i> (subclause 19.1)	At supplier's discretion.
9	Governing law (page 4, clause 1(h))	New Zealand
10	(a) Currency (page 4, clause 1(g))  (b) Place for payments (page 4, clause 1(g))  (c) Place of business of bank (page 3, clause 1(d) - definition of <i>security</i> )	New Zealand  New Zealand  Gisborne
11	Limits of quantities to be supplied and <i>delivered</i> (clause 2.2)	Upper Limit: No Limits Lower Limit: No Limits
12	<i>Supplier's security</i>  (a) Form (clause 3)  (b) Amount or maximum percentage of <i>contract sum</i> (clause 3)  (c) If retention monies, percentage to be retained from payment of each invoice (clause 3 and subclause 24.1)  (d) Time for provision (except for retention monies (clause 3)	No security required.  Not applicable  No retentions  Not applicable

Item			
	(e) Additional <i>security</i> for <i>Equipment</i> not <i>delivered</i> (subclauses 3.4 & 24.2)	Not applicable	
	(f) <i>Supplier's security</i> upon <i>acceptance</i> is reduced by (subclause 3.4)	Not applicable	
13	<i>Purchaser's security</i> (a) Form (clause 3) (b) Amount or maximum percentage of <i>contract sum</i> (clause 3) (c) Time for provision (clause 3) (d) <i>Purchaser's security</i> upon <i>acceptance</i> is reduced by (subclause 3.4)	Not applicable Nil Not applicable Not applicable	
14	<i>Purchaser-supplied</i> documents (subclause 6.2)	Document	No. of Copies
		1 This Contract Document	1
		2 Each and every order for supply will be accompanied by a description of the required deliverable; see specification	1
15	<i>Supplier-supplied</i> documents (subclause 6.3)	Document	No. of Copies
		1 Proof to be provided for each order; see specification.	1
16	time for <i>Purchaser's direction</i> about documents (subclause 6.3(c))	See specification.	
17	Subcontract work requiring approval (subclause 7.2)	As stated in the contract	
18	<i>Legislative requirements</i> , those excepted (subclause 10.1)		
19	<i>Reference date</i> (clause 1, subclause 10.2(b))	Not applicable	
20	Time by which insurance cover for the <i>Equipment</i> is to be effected (subclause 13.1)	Not applicable	
21	Public and product liability insurance (subclause 13.2) (a) Is public liability insurance required? (b) If yes to (a), level of cover required (c) Period for which public liability insurance cover is required (d) Is product liability insurance required? (e) If yes to (d), level of cover required (f) Period for which product liability insurance cover is required	No Not required Not applicable No Not applicable Not applicable	

Item		
22	<i>Qualifying cause of delay</i> , causes of delay for which <i>EOTs</i> will not be granted (page 3, subparagraph (b)(iii) of clause 1 and subclause 17.2)	Not applicable
23	Liquidated damages, rate (subclause 17.5)	Not applicable
24	Delay damages (a) other <i>compensable causes</i> (page 1, paragraph (b) of clause 1 and subclause 17.6) (b) rate (subclause 17.6)	Not applicable  Not applicable
25	Date for completion of <i>acceptance testing</i> (subclauses 18.1 and 21.1)	Not applicable
26	Party responsible for unloading the <i>Equipment</i> (subclauses 19.1)	Supplier
27	When risk in the <i>Equipment</i> passes (subclause 20.1)	On acceptance by the Purchaser
28	Time at which ownership of the <i>Equipment</i> passes to the <i>Purchaser</i> (subclause 20.2)	On acceptance by the Purchaser
29	Period for <i>Purchaser's</i> notice that <i>Equipment</i> is acceptable or rejected (subclause 21.1)	See specification
30	Period for <i>Purchaser's</i> notice accepting or rejecting <i>Supplier's</i> proposal (subclause 21.4)	See specification
31	<i>Defects liability period</i> (clause 22)	No defects liability period but five year guarantee period applied.
32	Invoice (subclause 24.1) (a) Time for invoices	See specification
33	Period for payment (subclause 24.1)	See specification
34	<i>Equipment</i> for which prepayment may be claimed (subclause 24.2)	None
35	Interest rate on overdue payments (subclause 24.5)	None
36	Arbitration (subclause 28.3) (a) Person to nominate an arbitrator  (b) Rules for arbitration  (c) Appointing Authority under UNCITRAL Arbitration Rules	Both parties to agree on arbitrator, otherwise see (c) below.  Arbitration Act 1996  The President, Institute of Arbitrators, New Zealand.
37	The <i>Supplier's</i> liability is limited as follows (clause 29)  The respective limits apply to the sum of the respective claims and not to each claim. (a) for claims in respect of or arising out of death or personal injury	No liability

Item		
	(b) for loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits and indirect and consequential loss	Not applicable
	(c) for all other claims whatsoever	Not applicable
38	The <i>Purchaser's</i> liability is limited as follows (clause 29)	Not liable

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### **3.0 SPECIFICATIONS**

### 3.1 Introduction

Council is rolling out refreshed branding onto its range of signs around the district. To ensure that all new signs meet our branding specifications, a preferred supplier is sought for a two year contract from 1 January 2010 to 31 December 2011. The contract is for the production and supply of all Council signs acquired during the contract period, excluding road and street signs. The generic range of signs required are as follows:

- Premises sign                    2400 x 1200 mm
- Reserves signs                1800 x 600 mm
- Directional signs              600 x 150 mm
- Information signs              900 x 600 mm
- Information signs              600 x 600 mm
- Building name signs         900 x 600 mm
- Multi information signs     1200 x 1800 mm

The payment schedule makes provision for tenderers to provide unit prices for each of these. These unit prices are to be multiplied by the appropriate quantity to give the total tendered amount for that item, and the total of all of these forms the total tender amount which should be carried to the form of tender.

Note that the quantities given in the schedules are provisional and there is no undertaking that they will in fact be the final quantities over the contract period.

### 3.2 Process for Initiating Work

Work must only be done on presentation of an official signed GDC order, which states clearly:

- that the work is to be carried out under this contract EW09/46,
- which generic sign type is to be used, and
- the contents of the proposed sign.

Within 10 working days of the order being received, the supplier must submit a proof for approval to a member of the GDC Communications Team (who for the time being are Toni Lexmond and Karen Hadfield).

The proof will be either approved in writing, or returned to the supplier for alterations within five working days of receipt by the Communications Team.

The final deliverable (ie sign) is to be delivered to the original officer who placed the order within 14 working days of the proof being approved.

### 3.3 Invoices and Statements

The supplier should, as soon as practicable after delivery, send an invoice for each order, referenced with the original order number. At the end of each month, the supplier should also send a statement summarising all the invoices sent during the month. Payment will be made within 20 working days of the statement being received.

### **3.4 Specification for Signs**

All signs must be digital vinyl outputs onto ACM panel. No other signage methods may be used.

All signs must be produced (or based on) Gisborne District Council approved templates which will be supplied on CD as Adobe Indesign files.

The ACM panel must be affixed to 10 mm H3 treated ply backing unless otherwise specified.

The vinyl output must be treated with graffiti and UV guard and should be guaranteed for at least five years.

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**4.0 APPENDICES**