Schedule 2: INSTRUCTIONS TO CONTRACTORS FOR PREPARING BIDS

This set of instructions is designed to assist the Bidders in preparing their submissions towards the Master Services Agreements.

1. DOCUMENTATION

1.1 Unless obtained directly from PASAI, PASAI is not responsible for the completeness of the document, responses to requests for clarification, or addenda to the Bidding documents. In case of any contradiction, documents obtained directly from PASAI shall prevail.

1.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.

1.3 In case of any misunderstanding, clarifications required, or discrepancy between the various documents, it is the bidder’s responsibility to seek clarification from PASAI by getting in touch according to Clause 3 of this document.

1.4 The templates provided as Response Forms attached as Schedule 3, 4 and 5 should be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.

1.5 The Bidder shall email the Bid in a single email with two separate attachments clearly marked out as Technical and Financial Proposal.

2. DOCUMENTS COMPRISING THE BID

All bidders applying under the Master Services Agreement need to go through the following documents as a minimum in order to submit their proposals:

1. Schedule 1: Terms of Reference for Master Services Agreement
2. Schedule 2: Instructions to Contractors for Preparing Bids
3. Schedule 3: Response Forms - Letter of Intent to Enter Into a Master Services Agreement
4. Schedule 4: Response Forms - Technical Proposal Template
5. Schedule 5: Response Forms - Financial Proposal Template

3. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

3.1 A Bidder requiring any clarification of the Bidding document shall contact PASAI in writing at the email address specified in Schedule 1. PASAI will respond in writing to any request for clarification, provided that such request is received at least 3 days prior to the deadline for submission of Bids.
3.2 PASAI shall also promptly publish its responses to all suppliers on its webpage identified in Schedule 1, provided the clarifications do not breach the Privacy Act. Should the clarification result in changes to the essential elements of the Bidding document, PASAI shall amend the document following the procedure and update the version on the webpage.

3.3 At any time prior to the deadline for submission of Bids, PASAI may amend the Bidding document. PASAI shall also promptly publish the amended document on its webpage.

3.4 To give prospective Bidders reasonable time to take an amendment into account while preparing their Bids, PASAI may, at its discretion, extend the deadline for the submission of Bids.

4. PREPARATION OF BIDS

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to the Master Services Agreement, (and if successful for any additional statement of work issued) and PASAI shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

5. PERIOD OF VALIDITY OF BIDS

5.1 Bids shall remain valid for the Bid Validity period of a minimum of 120 business days. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by PASAI). At PASAI’s discretion, a bid valid for a shorter period shall be rejected by PASAI as nonresponsive.

5.2 In exceptional circumstances, prior to the expiration of the Bid validity period, PASAI may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.

6. DELIVERY OF BIDS

6.1 Bidders submitting Bids shall follow the protocols established for Bid submission procedures specified in the Master Services Agreement Summary Sheet and should submit bids at the email address provided in the Panel Agreement Summary Sheet no later than the date and time specified within it.

6.2 PASAI may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document, in which case all rights and obligations of PASAI and Bidders previously subject to the deadline shall thereafter be subject to the extended deadline.

7. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS
7.1 A Bidder may withdraw, substitute, or modify their Bid after it has been submitted by sending a written notice via email, duly signed and received by PASAI prior to the deadline prescribed for submission of Bids.

7.2 In addition, the respective emails shall be clearly marked “Withdrawal,” “Substitution,” or “Modification” and Panel agreement quoted within the subject.

7.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder within the Contractor’s letter to PASAI confirming Interest and Availability for the Master Services Agreement (Refer to Schedule 3) or any extension thereof.

8. CLARIFICATION OF BIDS

8.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, PASAI may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by PASAI shall not be considered. PASAI’s request for clarification and the bidder’s response shall be received via email.

8.2 If a Bidder does not provide clarifications of its Bid by the date and time set by PASAI’s request for clarification, then its Bid may be rejected.

8.3 Any effort by a Bidder to influence PASAI in the evaluation or decision to conclude a Master Services Agreement(s) may result in the rejection of its Bid.

8.4 From the time of Bid opening to the time of the Master Services Agreement being concluded, if any Bidder wishes to contact PASAI on any matter related to the Bidding process, it should do so in writing via email at the email address provided.

9. DETERMINATION OF QUALIFICATION & RESPONSIVENESS

9.1 PASAI’s determination of a Bid’s qualification and responsiveness is to be based on a preliminary evaluation of the contents of the Bid itself.

9.2 During the preliminary evaluation of Bids, the following definitions apply:

9.2.1. “Deviation” is a departure from the requirements specified in the Bidding document;

9.2.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and

9.2.3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.

9.3 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

9.3.1. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Master Services Agreement; or
9.3.2. limit in any substantial way, inconsistent with the Bidding document, PASAI’s rights or the Bidder’s obligations under the Master Services Agreement; or

9.3.3. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

9.4 PASAI will carry out a preliminary evaluation of the technical aspects of the Bid submitted to confirm that all requirements have been met without any material deviation, reservation or omission.

9.5 If a Bid is not substantially responsive to the requirements of the Bidding document, it shall be rejected by PASAI and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

9.6 Provided that a Bid is substantially responsive, PASAI may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

9.7 Provided that a Bid is substantially responsive, PASAI shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component as explained in Clause 10 below:

10. CORRECTION OF ARITHMETICAL ERRORS

10.1 Provided that the Bid is substantially responsive, PASAI shall correct arithmetical errors on the following basis:

10.1.1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in PASAI’s opinion there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

10.1.2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

10.1.3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 10.1.1 and 10.1.2 above.

10.1.4. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Bid.

11. BID PRICES AND DISCOUNTS
11.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

11.2 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid.

11.3 For the purpose of issuing contracts, the price(s) offered by the Bidder shall be treated as set out in the Proposals submitted against the Master Services Agreement.

11.4 Prices shall be quoted as specified in each Price Schedule. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by PASAI.

11.5 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in New Zealand Dollars ($).

12. **PASAI's RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

12.1 PASAI reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Master Services Agreement(s), without thereby incurring any liability to Bidders.

13. **NO OBLIGATION TO PURCHASE**

13.1 The conclusion of a Master Services Agreement shall not impose any obligation on the PASAI to purchase any Services under the Master Services Agreement.

13.2 The Master Services Agreement (MSA) is non-exclusive, and PASAI reserves the right to procure Services from other suppliers who are not MSA Suppliers.