

NZ-COMmfg09

## **Invitation to tender: set of documents**

*Every letter is assumed to be sent on your business letterhead to each prospective tenderer/ supplier. For multiple invitations, send all*

## Pre-invitation letter

Dear Sirs,

**The [Auckland Olympics 2024 Swimming and Diving Pools Construction (Engineering)] Project: the “Pools Engineering Contract”**

We have identified you as being a company which may be interested

We attach a summary of the contract which has been awarded to us for the construction of two swimming pools for the Auckland Olympic Games. We

The purpose of this letter is:

1. to provide preliminary information which will enable you better to assess whether you wish to submit a tender for the associated engineering work “  
”.
2. to ask whether you wish us to send you an invitation to tender. If we invite you to tender, you will do so on the terms set out below and in [\[specify any other document\]](#). We therefore now ask you to sign and date the second copy of this letter to
3. to invite you to comment on certain elements of the PEC, with a view to finalising the terms in a
4. In relation to this tender, you may communicate with us by email, post or fax, but the confidentiality agreement

**The terms to which you must now agree are:**

1. In this letter and throughout the remaining correspondence and documentation relating to this Tender,

“Confidentiality Agreement” means the draft agreement attached to this letter.

“Draft Contract” means the draft contract which is a fair copy of

the contract terms

"PEC"	means Pools Engineering Contract.
"Tender"	means tender for the Pools Engineering Contract.
"Tender Date"	means the last date by which we shall
"Tender"	means a tender submitted for the PEC
"Tenderer"	means any company which we invite
"We"	Means <a href="#">[your name, registered</a> , ].

2. There will be [\[no /a limited\]](#) opportunity to negotiate the terms of the PEC after tenders have been invited. So, if a tender is accepted by us, the successful tenderer will
3. We are not responsible for any cost or expense whatever in connection with any action you take as a result of
4. Pre-tender discussions
  - 4.1. We accept no responsibility for any pre-tender representations made by us or on our
  - 4.2. We are not under any obligation to consider or accept any suggestion
  - 4.3. We may make any change we decide, to any element on the Draft
  - 4.4. We shall be entitled, and reserves the full right, to make any changes that it, in its sole discretion, considers appropriate to the Draft Contracts (including, without limitation, its terms and conditions, schedules and any part )

5. We are not bound to accept the highest tender, ,  
.
6. If you have any question about this proposed tender, please contact [\[name\]](#)  
[ ].
7. You now undertake that if your tender is accepted you will sign the PEC  
immediately and will perform  
.
8. If we accept your tender and you fail to sign the PEC you now agree that you  
will indemnify us against all costs involved in putting the project out to  
.
9. After we have sent to you the invitation to tender,  
.

Please now sign, date and return to us the second copy of this letter and  
return to us with a signed copy of the Confidentiality Agreement. If these  
documents are not in [ ]

YF

# Confidentiality Agreement

This agreement is dated: [date]

## It is made between

[name 1] a company registered number [number], registered in New Zealand, whose registered [ ] (“ ”)

and

[name 2] a company registered number [number], registered in the state of [place], whose [ ] (“ ”)

## These are the terms of the agreement

### 1. Definition

In this agreement, “ ”  
:

- 1.1. given or , ;
- 1.2. of any description, whether recorded or unrecorded;
- 1.3. whether protected by law or not;
- 1.4. including, without limitation, any inventions, processes, systems, methods, formulae, intellectual property, designs, research  
, , ,  
, , ,  
, ,  
.

### 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person is a reference to one ,  
, , .
- 2.2. Any agreement by any party not to do or omit

;

2.3. The headings to the paragraphs ( )

;

### 3. Non-disclosure

In consideration of disclosure of ,

:

3.1. except as provided in this ,

,

.

3.2. not use the Confidential Information in any way for himself

,

.

3.3. before disclosing any ,

:

3.3.1 obtain the consent of the Discloser;

3.3.2 obtain the signature of the person approved, to the terms

,

,

.

3.4. accept responsibility and

.

OR

3.5. disclose Confidential Information only to people to whom disclosure is essential and will at all

-

.

3.6. upon request by the Discloser, promptly deliver to the Discloser or destroy all media

,

.

3.7. not disclose Confidential Information to any person

OR

3.8. The Recipient shall limit access

:

*[qualification criteria for disclosure]*

AND

The Recipient accepts responsibility for the acts and omissions of

,

3.9. The Recipient agrees

:

3.9.1 store, copy, or use the Confidential Information

[ . . . .]

3.9.2 remove from his office premises or copy or allow anyone else  
to copy , ,

;

## 4. Miscellaneous matters

4.1. Unless otherwise stated, the obligations set out in

.

4.2. No amendment or variation to this agreement

,

.

4.3. Without prejudice to any other rights or remedies which a party may  
have, the parties now acknowledge and agree that damages would not  
be an

,

,

4.4. The Recipient agrees to indemnify the Discloser against all

4.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated

4.6. The rights and obligations of the

4.7. No failure or delay by any party to exercise any right,

4.8. Any communication to be served on either of the Parties by

It shall be deemed to have been delivered:

if delivered :

if sent by post : 72

If sent by : 24

If sent by e-mail to the address from which the receiving party has last sent e-mail: 24



]

4.9. In the event of a dispute between the parties to this agreement,

.

4.10. In the event of any conflict between any term of this agreement and the

,

.

4.11. The validity, construction and

.

**Signed by** / on behalf of the named parties

OR

**Signed by** / on behalf of the first named party by its representative

/

[

]

For, and on behalf of [ ]

print name

For, and on behalf of [ ]

print name

Letter enclosing draft contract

[Company letterhead]

To [name and address of tender invitee]

Enclosed with this letter you will find Draft

,  
.  
[ ].  
.  
,  
“  
- [ ,  
]”.  
:  
[ 2024 ( )]  
: “ ”  
[ / / / ]  
[ ] [  
].

Yours faithfully,

# Letter of invitation to tender

*[Company letterhead]*

To *[name and address of tender invitee]*

**Invitation to Tender for The *[Auckland Olympics 2024 Swimming and Diving Pools Construction (Engineering)]* Project: the “Pools Engineering Contract”**

This letter is your invitation to tender.

We now attach:

Instructions to tender

the confidentiality agreement

**The Tender is subject to the following terms:**

1. .
2. .
3. ,
4. ,
5. , , ( 1993 ) ,
6. ,

7.

[  
]

8.

, -

.

,

.

OR

9.

,

[

].

,

.

.

Date

[date]

Signed by [name] for [your company name]

## Instructions to tenderers

1. \_\_\_\_\_ :

1.1. the Tender must be written in English;

1.2. each page must be numbered;

1.3. \_\_\_\_\_ ,  
\_\_\_\_\_ .

1.4. \_\_\_\_\_ [ \_\_\_\_\_  
\_\_\_\_\_ , \_\_\_\_\_ ]

2. \_\_\_\_\_

3. \_\_\_\_\_ [ \_\_\_\_\_ ] \_\_\_\_\_ .  
\_\_\_\_\_ , \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ )  
\_\_\_\_\_ : [ \_\_\_\_\_ ]

The envelope is to be marked only:

“ \_\_\_\_\_ : " \_\_\_\_\_ [ \_\_\_\_\_  
\_\_\_\_\_ **2024** \_\_\_\_\_ ( \_\_\_\_\_ )] \_\_\_\_\_ ".  
\_\_\_\_\_ [ \_\_\_\_\_ ] \_\_\_\_\_ [ \_\_\_\_\_  
\_\_\_\_\_ ].  
\_\_\_\_\_ .

4. \_\_\_\_\_ ,  
\_\_\_\_\_ :

4.1. achievement of relevant standards

4.2. membership of relevant bodies.

4.3. internal quality control systems.

4.4. ( \_\_\_\_\_ ) \_\_\_\_\_ .

5. \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ ,  
\_\_\_\_\_ :

5.1. \_\_\_\_\_ -  
\_\_\_\_\_ ;

5.2.

6. Your tender shall include the following information:

6.1.

6.2.

. 5 , 1993 )

6.3.

6.4.

6.5.

7.

8.

[ 90 ]

9.

10.

# Explanatory notes:

## Invitation to tender: set of documents

### General notes

1. This document provides a procedure and a legal framework for tender arrangements for any product or service. It follows that you must provide the contract document as an addition to this set of documents. May appropriate documents can be bought , .
2. Generally, we suggest that you change this document only as really necessary to .
3. The procedure followed in this set of :  
  
First letter inviting interest and enclosing confidentiality agreement  
  
Second letter enclosing draft contract  
  
Third letter enclosing final form
4. We have not provided an acceptance letter because it can be in whatever form you wish and may contain provisions we cannot guess .  
  
: “ , [ ].”
5. We have provided for comments. References to them are .

### Notes referable to a specific part of the set

#### Pre-invitation letter

It is extremely useful to use defined terms in this document. We have set them

Remember to include two copies of the first letter, so

#### Confidentiality Agreement

We have included a fairly full version of this document. It is suitable and sufficient for all but the most secret of .

### **Letter attaching draft contract**

Edit to suit your precise requirements.

### **Covering letter for invitation to tender**

We have separated the , .

### **Instructions to tenderers**

The terms here are usual in , .

## **Ends of Notes**