

Request for Tender

SUPPLY AND INSTALLATION OF ATIU CRUSHER

Contract No. C15-01

Date of Release: January 2015

ID: 141520

INFRASTRUCTURE COOK ISLANDS



All queries regarding this Request for Tender should be directed to:

Contact Officer

solomona.solomona@ici.gov.ck

TENDER CLOSING TIME: 3:00 pm (CI Time)

Monday 16 February 2015

Glossary and Definitions

Term	Explanation
RFT	Request for Tender
Tender Team	The team that is responsible for the management of this Tender, including the evaluation and administrative functions
Tender Evaluation Team (TET)	The group of people within the Tender Team that will evaluate this Tender
Principal	Secretary, Infrastructure Cook Islands
ICI	Infrastructure Cook Islands
MFEM	Ministry of Finance and Economic Management
Manual	The Cook Islands Government Financial Policies and Procedures manual
Designated Site	Atiu Crusher site, Atiu.
Product	Crusher Plant
Supplier	Tenderer

Table of Contents

GLOSSARY AND DEFINITIONS	1
INTRODUCTION	3
SUMMARY OF REQUIREMENT	3
SUBMISSION OF TENDER/OFFER	3
TENDER/OFFER CLOSING TIME	4
CONTACT OFFICER	5
SELECTION PROCESS	5
NOTIFICATION OF ACCEPTANCE	6
PROBITY	6
STATEMENT OF REQUIREMENT(S)	6
CONDITIONS OF TENDERING	7
STANDARD CONDITIONS	8
APPENDIX A	10
A1 Form of Tender	11
A2 Compliance Checklist	13
A3 Track Records	14
A4 Proposed Delivery Programme	15
A5 Referees who may be Contacted	15
A6 Tender Price	15
APPENDIX B	17
TENDER SPECIFICATIONS	19
APPENDIX C	21
DRAFT CONTRACT	21
APPENDIX D	27
EVALUATION CRITERIA	27

Introduction

Summary of Requirement

1. Through this RFT, Infrastructure Cook Islands (the 'principal') on behalf of the Atiu Island Government, wishes to implement the Atiu Crusher Plant project. This RFT is for the Supply and Installation of Atiu Crusher Plant.
2. This RFT will identify Tenderers that are able to undertake the contract works for the supply and installation of the Product according to the specifications and standards set out in Appendix B.
3. Tenderers should note the requirements relating to the lodgement and content of responses to this RFT as set out in clauses 7 to 14 and Appendix A are mandatory. The Principal will reject any Tender that fails to comply with one or more of these requirements.
4. Tenderers should ensure they are registered and have downloaded or received all files for the RFT including all prospective notices.
5. Tenders are invited from suppliers offering to supply and install the Product on a fixed-price contract basis.
6. Tenders will be evaluated according to the process set out in Appendix D for this RFT.

Submission of Tender

7. Tenders shall be submitted in hard copy format in two (2) separate envelopes.
 - a. Envelope No.1 must contain one original and one copy A4 Tender Price Form.
 - b. Envelope No.2 must contain one original and one copy of each of the following:
 1. A2 Compliance Checklist (and required attachments)
 2. A3 Track Record
 3. A4 Proposed Delivery Programme
 4. A5 Referees
 - c. Each Envelope must be labelled "CONFIDENTIAL" and marked as either "Envelope No.1" or "Envelope No.2 and have the following information clearly exhibited on the outside:

TO: The Principal
Infrastructure Cook Islands
Arorangi
Rarotonga
COOK ISLANDS

FROM: (Name of Tenderer)
(Tenderers address 1)
(Tenderers address 2)
(Tenderers address 3)

TENDER FOR: C15-01 SUPPLY AND INSTALLATION OF ATIU CRUSHER PLANT
TENDER CLOSES: 3.00PM, Monday 16 February 2015

8. Tenders must be placed in the Tender Box by the due time and date. Failure to do so will result in the tender being rejected.
9. Form of Tender is specified in Appendix A.
10. Facsimile tenders will not be accepted.
11. Electronic may be accepted provided that a hardcopy is received by the Principal within 48 hours after the tender closing time.

Tender Closing Time

11. Tenders close at 3.00pm on Monday 16 February 2015.
12. The Tender Box is located at the Infrastructure Cook Islands office in Arorangi , Rarotonga, Cook Islands.
13. The Tenderer is responsible for ensuring that their Tender is placed in the designated Tender Box by the closing time.
14. Late tenders will not be accepted and will be returned unopened.

Contact Officer

15. Any queries in relation to this RFT should be by email to the Contact Officer:

Person: Solomona Solomona
 Telephone: (+682) 20321
 Email: solomona.solomona@ici.gov.ck

Further Information or Clarifications

16. Any further information or clarification required by the Tender in relation to this RFT must be directed to the Contact Officer.
17. The Contact Officer may respond to queries received before the Enquiry Cut-Off Time (See Table 1) and may not respond to enquiries received after the relevant Enquiry Cut-Off Time.
18. The request and responses to any such request shall be given in writing and shall be circulated by sequentially numbered notices to registered Tenderers. Where the 'Principal' considers that the competitive advantage of individual Tenderers may be compromised by the distribution of responses to the request for information and/or clarifications to all Tenderers, the 'Principal' reserves the right to issue a response only to that Tenderer. Any additional information relating to this RFT will be uploaded to www.procurement.gov.ck.

Key Dates

Table 1: Approximate Dates for this Request for Tender

Details	Date
Issue of Request for Tender	Saturday, 31 January 2015
RFT Enquiry Cut-Off Time	3.00pm Friday 13 February 2014
Tender Close	3.00pm Monday 16 February 2014
Tender Evaluation Complete	Friday, 20 February 2014
Contract Awarded and Contract Works Commencement	Friday, 27 February 2014

Selection Process

19. All tenders deposited in the Tender Box by the Closing Time will be considered. Tenders submitted in the form specified in Appendix A to this RFT will proceed to the tender evaluation stage.
20. Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Appendix D. Failure to comply with the Standard Conditions will result in immediate exclusion from the Tender Evaluation process.

Notification of Acceptance

21. Tenders shall remain open for acceptance and shall not be withdrawn for a period of sixty (60) working days from the Closing Date of the tender.
22. Unsuccessful tenderers shall be notified in writing by the Principal or their representative within 10 working days of acceptance of the preferred tender.

23. If no tender is accepted by the Principal within twenty (20) working days after the Closing Date, each tenderer will be notified in writing by the Principal or their representative whether their tender is still under consideration or is no longer being considered.
24. The Tender Team reserves the right to contact referees and/or customers regarding the performance of the tenderer as it may pertain to this RFT.
25. The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.
26. When the preferred supplier has been identified by the Tender Evaluation Team, the Principal will invite the supplier to enter into negotiations based on the draft contract at Appendix C to this RFT. Only when the parties have agreed to the terms of the contract and executed the contract will the Principal issue to the successful tenderer a Letter of Acceptance.
27. Tenderers will not be entitled to see the evaluation documents and no provision for appeal will be provided. Request for further information leading to the cause of the decision will not be entertained.
28. If no tender has been accepted within the period stated, the Principal will notify the Tenderers that no tender was accepted and may:
 1. Invite all Tenderers to provide additional information; and/or
 2. Re-advertise the project extending the closing date of the tender. Tenderes may either re-tender or provide additional information to support their existing tender already received by the Principal.

Probity

29. No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: tenderers or potential tenderers, tender team members, evaluation team members, the Head of Ministry, or any other member or organisation that may have an involvement with any aspect of the tender process.

Statement of Requirements

30. The specification of the Product to be delivered is described in Appendix B.
31. To enable the Product to be completed, Tenders must include provisions for the Tenderer, in the Tender Price to:
 - a. Provide all technical and administrative resources required to successfully deliver the Product described in Appendix B.
 - b. Provide weekly progress reports to the Principal on the purchase and delivery status of the Product.
 - c. Produce operating and maintenance manuals, warranties and guarantees on handover of the Product.
32. The Product is to be delivered within the timeframe agreed to in the final Contract.
33. The tenderer must tender to complete the whole of the Contract Works specified in Appendix B and according to the conditions set out in Appendix C.

Conditions of Tendering

Standard Conditions

34. Tenders must be completed in the format contained in Appendix A of this RFT. If offers do not comply with this format, they will not be accepted.
35. Tenders must be deposited in the required form in the Tender Box by the closing time as specified in Clause 11 of this RFT.
36. All proposals and related documentation in respect of this RFT must be in the English language.
37. Tenders must be presented in hard copy format only and delivered in a sealed envelope to the location specified in Clause 12 of this RFT. Facsimile and electronic proposals will not be accepted.
38. Any foreign companies intending to submit a Tender must seek approval from the Business Trade Investment Board (BTIB) before submitting a Tender. Any fees associated with the application and registration process are to be covered by the Tenderer.

Registration of Tenderers

39. Prospective Tenderers must register their interest to participate in this RFT by emailing the Contact Officer and subsequently pay the required \$200 fee prior to uplifting a copy of the RFT document. Only Tenderers who have emailed the Contact Officer and have received an acknowledgement of receipts will receive notices as and when they are issued.

Information Supplied by Tenderer

40. The Principal may ask Tenderers to provide additional information during tender evaluations. The Tenderer must supply that information in the form and within the time stated in the Principal's request.
41. The Principal may contact Tenderer's referees, competitors, or customers to enquire on the performance of the Tenderers', and/or make any other enquiries about the Tenderers' that the Principal may deem necessary.
42. Tenders can provide additional documents/information to support their application.
43. The Principal reserves the right to require further clarification on any information or pricing supplied with any tender.

Issue of Tender Document

44. The Tenderer is required to pay a non-refundable fee of NZ\$200.00 prior to the issue of a printed copy of the Request for Tender documents.
45. RFT documents can also be obtained electronically from the Infrastructure Cook Islands or from the Cook Islands Government procurement website (www.procurement.gov.ck). Tenderers obtaining an electronic copies must ensure they are registered in accordance with clause 39.

Negotiations

46. Negotiations will not take place during the advertising or evaluation stages.
47. The Principal may enter into post offer negotiations with the preferred Tenderer(s) before a letter of acceptance is issued.

Repudiation of Contract

48. If the Tender is accepted and for some reason the Tenderer does not sign the Contract within 10 Working Days of the Principal asking the Tenderer to do so, the Principal will regard the Contract as null and void.

Proposed Delivery Programme and Methodology

49. Each Tenderer is required to submit, on placement of their tender, a proposed methodology/programme of works outlining how the works would be executed, including special tasks, targets and timelines, and make a provision for the possibility of time extensions.
50. The format for the Delivery Programme to be submitted by Tenderers is provided in Appendix A.

Warranties and Guarantees

51. Unless otherwise agreed in writing, the Tenderer shall tender to provide the minimum warranties and guarantees that will cover within the Cook Islands as set out below:

Warranty on Parts & Service	1 years minimum
-----------------------------	-----------------

Payment Schedule

52. Payments will be made based on the payment schedule as detailed below:

Payment Component	%of Contract Price
1. Upon signing of the Contract, the Principal shall pay the Contractor 40% of the Contract	40%
2. Upon receipt of shipping documents (Bill of Lading) regarding the Product's delivery to Rarotonga, the Principal shall pay the Contractor 40% of the Contract	40%
3. Upon arrival of Crusher Plant on Atiu, the Principal shall pay the Contractor 10% of the contract price.	10%
4. Upon completion of installation, training and commissioning of the Crusher Plant, the Principal shall pay the Contractor the residual 10% balance of the contract price	10%

APPENDICES

APPENDIX A - FORM OF TENDER**Instructions**

- a. Tenderers must complete and submit all of the forms in the format provided in this Appendix.
- b. Tenderers must submit additional documentation/attachments as outlined throughout A2 and B1.2.
- c. Tenderers who fail to comply with the requirements in a. & b. above will be deemed non-conforming and be excluded from the evaluation process.
- d. Tenderers should note that the requirements relating to the lodgement of the responses to this RFT as set out in clauses 7 to 14 are mandatory.

A1 - FORM OF TENDER

To: The Secretary,
Infrastructure Cook Islands
Arorangi
Rarotonga
COOK ISLANDS

Tender for: Supply and Installation of Atiu Crusher Plant, - C15-01

Supplier:

I/We, the undersigned, having examined the Request for Tender, hereby offer to carry out the whole of the Contract Works.

I/We, will achieve delivery in _____ working days from the date of signing the contract.

I/We, agree to abide by this Tender for a period of sixty (60) days from the date fixed for receiving the same and it shall remain binding upon us and may be acceptable by you at any time before the expiry of that period.

Unless and until a Contract Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We understand that no contract shall come to existence, and no legal or other obligations shall arise between us and you (or between us and any other agent of the Principal) in relation to the conduct, outcome or otherwise of the Tender process, prior to and apart from your acceptance of our Tender.

I/We understand that you may contact the referees nominated by us in this offer and make whatever enquiries you deem necessary regarding our financial health and ability to deliver the Contract Works.

The following is attached to this form:

1. A2 Compliance Checklist (and required attachments)
2. A3 Track Record
3. A4 Proposed Delivery Programme
4. A5 Referees

In a separate envelope is:

1. A6 Tender Price

.....
Name of Tendere (Print)

.....
Signature of person duly authorized to sign tenders on behalf of the Tenderer

.....
Position (Capacity of Signatory)

.....
Service Address of Tenderer (Physical Address, not Postal Address)

.....
Telephone No.

.....
Facsimile No.

.....
Mobile No.

.....
Email Address

.....
Signature of Witness of Tenderer

A2 Compliance Checklist

Table A2 below shall be filled out by indicating the extent to which the offered product complies with each of the requirements specified. The level of compliance shall be interpreted as follows:

High	Fully provides or meets the requirements specified. May even exceed the requirements specified.
Medium	Adequately but not fully provides or meets the requirements specified.
Low	Partially but not adequately provides or meets the requirement specified.
None	Does not provide or meet the requirements specified. (Make a comment if an alternative is proposed).

Use the Comments column to briefly qualify the level of compliance especially if customisation is required to achieve the level of compliance indicated. Entries are only required in the non-shaded areas.

Functionality & Specifications		High	Med	Low	None	Comment
		(v)	(v)	(v)	(v)	
The Product (Crusher Plant and Generator) must meet all of the following requirements:						
1. Condition	New					
2. Type	Static 24"x16" (600x400) Jaw Crusher & 750x2500mm Grizzly Feeder with Hopper.					
	Main conveyor under the Jaw crusher and side conveyor under the feeder.					
	Skid Mounted Main Frame					
	New 6'x3' Scalping Vibrating Screen					
	New #1 Kumbee Hammermill with pulley & v-belts					
	New 10'x4' Inclined Products Vibrating Screen					
	1x Conveyor under the Kumbee #1, 1x Reject conveyor and 3x Products under the screen (12-19mm, 7-12mm, <7mm).					
	All rock boxes and chutes to allow free flow of metal to conveyors, etc.					
3. Capability	40m ³ Product per hour					
4. Generator	250KVa with c/w Water Proof Canopy					
5. Parts Availability	Easily accessible in New Zealand/Australia.					
6. Ease of Servicing and maintenance	A service and maintenance manual is to be supplied with a tender response.					
7. Warranties & Guarantees	Warranty (parts & services) 1 year.					

A3 Track Record

Product (Crusher Plant)	
Client	
Completion date	;2
Project duration	
Activities performed	
Contract value	\$

Product (Crusher Plant)	
Client	
Completion date	
Project duration	
Activities performed	
Contract value	\$

Product (Crusher Plant)	
Client	
Completion date	
Project duration	
Activities performed	

Product (Crusher Plant)	
Client	
Completion date	
Project duration	
Activities performed	

A4 Propose Delivery Programme

Output	Duration	Proposed Start Date	Proposed Completion Date
Contract signed	N/A	N/A	N/A
Purchase & Supply of new Crusher Plant along with 250KV Generator, CIF Rarotonga and IF to Atiu.	12 weeks		
Installation and commissioning of the new Crusher Plant.	2 weeks		
Training of local Operators	1 week		
Submission of operations & maintenance manuals, warranties and guarantees.			
Warranty Period	12 months		

A5 Referees who may be Contacted

The Principal will consider relevant references from at least two (2) sources including satisfied clients. Please provide address and contact details of companies/individuals to be contacted.

Referee 1

Client	
Address	
Contact Person	
Contact Phone	
Email Address	
Summary of client relationship / product and services	

Referee 2

Client	
Address	
Contact Person	
Contact Phone	
Email Address	
Summary of client relationship / product and services	

A6 Tender Price

To: The Principal
Infrastructure Cook Islands
PO Box 102
Arorangi, Rarotonga
COOK ISLANDS

Tender for: Supply and Installation of Atiu Crusher Plant - C15-01

Supplier:

I/We, the undersigned, having examined the Request for Tender Documents, hereby offer to carry out the whole of the Contract Works for the Fixed Price of

Amount NZ\$ _____

VAT (15%) NZ\$ _____

Total Includes VAT NZ\$ _____

Area (refer to B2 General Scope of Works)	Amount Exclusive of VAT (NZD)
Supply and Installation of Product (Crusher Plant)	\$
Amount	\$
VAT 15%	\$
Total Price	\$

.....
Name of Tendere (Print)

.....
Signature of person duly authorized to sign tenders on behalf of the Tenderer

.....
Position (Capacity of Signatory)

.....
Service Address of Tenderer (Physical Address, not Postal Address)

.....
Telephone No.

.....
Facsimile No.

.....
Mobile No.

.....
Email Address

.....
Signature of Witness of Tenderer

APPENDIX B - Tender Specifications

B1 Product Requirements

B1.1 Overview

Infrastructure Cook Islands ('the Principal') desires for the Supply and Installation of a new Product (Crusher Plant) that in general will:

1. Be durable and built for environmental conditions such as that in Atiu, Cook Islands);
2. Be an economical solution - fuel efficiency;
3. Be supported by reliable and accessible parts, preferably ex-NZ & Australia; and
4. Be user friendly and supported by maintenance and servicing manuals, warranties and guarantees.

B1.2 Specific Requirements

The mandatory (or minimum) requirement for the Product (Crusher Plant) is provided below in Table 1. Tenderers must ensure that their tendered fixed-price adequately covers the requirements.

Table 1: Mandatory Requirements

1. Condition	New
2. Type	Static 24"x16" (600x400) Jaw Crusher & 750x2500mm Grizzly Feeder with Hopper.
	Main conveyor under the Jaw crusher and side conveyor under the feeder.
	Skid Mounted Main Frame
	New 6'x3' Scalping Vibrating Screen
	New #1 Kumbee Hammermill with pulley & v-belts
	New 10'x4' Inclined Products Vibrating Screen
	1x Conveyor under the Kumbee #1, 1x Reject conveyor and 3x Products under the screen (12-19mm, 7-12mm, <7mm).
	All rock boxes and chutes to allow free flow of metal to conveyors, etc.
	Walkways, access ladders and guards.
	New electric motors and control panel and v-belts.
3. Capability	40m ³ product per hour
4. Accessories	1x 250kVa Generator c/w waterproof canopy
5. Delivery	Cost, Insurance & Freight to Rarotonga, and Insurance & Freight to Atiu, Cook Islands.
	12 weeks
6. Installation	Supplier to oversee the installation of the plant and train local operators.
7. Manufacturer warranty	12 Months minimum (Parts & Services)

B2 General Scope of Works

Under this Contract the Principal wishes to arrange for the supply and installation of a Crusher Plant for Atiu.

The work under the Contract generally will involve:

- Purchase, Supply and Installation of a 24" x 16" (600x400) Static Jaw Crusher & 750x2500mm Grizzly Feeder with Hopper, and inclusive of a 250KVa Generator with Water Proof Canopy, CIF Rarotonga, and onward sea freight delivery (IF) to Atiu, Cook Islands.
- Installation and commissioning of the Crusher Plant for Atiu.
- Training of local operator(s) of the Atiu Island Administration.

The Contractor is to supply all, machinery and equipment in good working condition under this Contract.

Note that the following cost below shall be borne by the Principal as follows:

1. Payment of import levies and taxes where applicable under the Cook Islands laws and Regulations but excludes local Ports/Island Administration wharfage fees.
2. Delivery of the Crusher Plant from Atiu wharf to the designated crushing site on Atiu.
3. Preparation of the new crusher site which includes setup and installation of new concrete pads to receive both the Crusher Plant and new weather proof Generator.
4. Provision of heavy lifting machinery and welding equipment, qualified Electrician and personnel to facilitate and assist with the assembly and installation of the new Crusher Plant.
5. Return Airfares to supplier's country, lodging and boarding, transportation, and DSA & Meal Allowances (Cook Islands Government rate for International) for the Contractor's Engineers and personnel whilst engaged in the installation, commissioning of Crusher Plant, and training of local operators.

APPENDIX C - DRAFT CONTRACT

PURCHASE AGREEMENT

THIS AGREEMENT is made on the..... day of 20.....

BETWEEN ("the Principal") **Her Majesty the Queen** in the right of the Government of the Cook Islands, acting by and through the Secretary of the Infrastructure Cook Islands (ICI) or any person with authority to act on his behalf.

Street Address Main Road, Arorangi
Postal Address P.O. Box 102, Arorangi, Rarotonga
Telephone (+682) 20 321
Email _____

AND ("the Contractor") _____
Street Address: _____
Postal Address: _____
Telephone No.: _____
Email: _____

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **THE** Contractor shall carry out the obligations imposed on the Contractor by the Contract Documents.
2. **THE** Principal shall pay the Contractor the sum of \$..... or such greater or less sum as shall become payable under the Contract Documents shall be inclusive of VAT at the times and in the manner provided in the Contract Documents.
3. **EACH** party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. **THE** Contract Documents are this Contract Agreement and the following which form part of this agreement:

- (a) The Contractor's tender;
- (b) The notification of acceptance of tender;
- (c) The Schedule of Prices;
- (d) Notices to Tenderers give details of numbers and dates];
- (e) The Standard Conditions of Contract;
- (f) Specifications issued prior to the Date of Acceptance of Tender;

1. DEFINITIONS: The following terms, as used herein, shall have the following meanings:

- 1.1 Parties to the Agreement are Infrastructure Cook Islands and (the successful tenderer).
- 1.2 Designated delivery site is at the Atiu Crusher site, Atiu, Cook Islands.
- 1.3 Purchase Price means the sum of _____ New Zealand Dollars _____ (NZD).
- 1.4 Acceptance Date means the date the Supplier successfully delivers the Product to the designated site and the Principal completes inspection and accepts in writing, the Product.
- 1.5 Normal Working Hours means 8.00am to 4.00pm, Monday to Friday Cook Islands Time.

TERMS AND CONDITIONS FOR SUPPLY OF PRODUCT AND SERVICES

The Supplier agrees to supply the Product and Services described and detailed in the Purchase Order issued by the Government of the Cook Islands (the "Government") on the following terms and conditions:

1. APPLICATION

These terms and conditions apply to all purchases of Product and Services except where the Government agrees in writing that they be varied or do not apply. These terms and conditions supersede any contrary provisions in the Supplier's terms and conditions of supply including those terms that the Supplier normally uses. No right under these terms and conditions shall be deemed to be waived except by notice in writing by each party. In the event that any one or more of the provisions contained in these terms and conditions are declared invalid by an order, decree or judgment of any Court of competent jurisdiction, these terms and conditions will be read as if such provision had not been inserted.

2. PRICES

- 2.1. The prices stated on the Government's Purchase Order are fixed, unless there is a written agreement stipulating the price may be varied, when it may be varied and how the price is to be determined.
- 2.2. The price includes the Services, freight, insurance, packaging, crating, local cartage, customs duty and/or any other services in the delivery of the Product.
- 2.3. The price shall be in New Zealand dollars unless otherwise specified in the Purchase Order.
- 2.4. The price is exclusive of VAT.
- 2.5. The Supplier is not entitled to claim expenses, surcharges or margins or disbursements except if otherwise agreed in advance and in writing by the Government.

3. DELIVERY

- 3.1. The time of delivery and performance of the Product and Services is a fundamental element of these terms and conditions.
- 3.2. The Product and Services shall be delivered and rendered in a prompt and timely manner on or within the delivery dates specified in the Purchase Order. All Product and Services must be delivered and performed within the Government business hours (normal business hours are 8:00 am to 4:00 pm, Monday to Friday), unless otherwise specified in the Purchase Order.
- 3.3. The Supplier shall notify the Government in writing immediately when the Supplier becomes aware there may be a delay in the delivery of Product or rendering of Services to the Government.
- 3.4. The Government is entitled to cancel the Purchase Order or change its specification (without incurring additional charges) if the Product and/or Services are not rendered or supplied on the supply dates or times specified in the Purchase Order.
- 3.5. All Product and Services must be supplied to the address specified in the Purchase Order. The Supplier shall make itself aware of any special requirements when supplying the Product and Services to Government property.

- 3.6. When Product is delivered to the Government it shall be accompanied by a delivery docket that records the Purchase Order number, the description, quantity with the applicable units of measure, unit rates and dollar values of the Product and Services delivered. The delivery docket must be signed for and retained by a Government officer.
- 3.7. All Product shall be packaged in a manner to prevent damage or deterioration when being delivered to the Government.
- 3.8. The Government may use other suppliers for the supply of Product and Services, or product and services of the same nature as the Product and Services, at any time.

4. IDENTIFICATION

- 4.1. The Purchase Order number must be shown on all packages, invoices and correspondence relating to the Product and Services. Product supplied against an invalid Purchase Order or without a Purchase Order, will be returned to the Supplier at the Supplier's expense including the cost of packaging, transportation, insurance and handling of the Product and Services.
- 4.2. Where applicable, the Supplier grants the Government access to the Supplier's premises, facilities and staff concerning the delivery and identification of the Product. The Government shall have the right to audit and inspect the Supplier's records concerning delivery of the Product and rendering of the Services. These rights are for both the Government and any other party that has the use or benefit of the Product and Services.

5. QUALITY, INSPECTION AND ACCEPTANCE

It is a condition of these terms and conditions and the Supplier warrants that:

- 5.1. All Product and Services shall be in accordance with any requirements set out in these terms and conditions and/or in the Purchase Order and shall be free from defects in workmanship, materials and design. These obligations survive acceptance of the Product and Services and payment.
- 5.2. The Supplier shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in providing the Product and rendering the Services.
- 5.3. The Supplier will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) Government policies, applicable in respect of the supply of the Product and rendering the Services.
- 5.4. Where the Supplier has the benefit of any warranties or covenants from a third party in respect of the Product and Services, the Supplier shall disclose and assign the benefit of the warranties and/or covenants to the Government.
- 5.5. The Product and any result or product of the rendering of the Services, its material and workmanship, shall be subject to inspection and testing at all reasonable times and places by the Government (or those parties to whom the Government supplies the Product) before, during or after delivery.
- 5.6. If inspection and testing is to be conducted on the premises of the Supplier or the Supplier's sub-contractors, the Supplier shall provide (without additional charge) all reasonable facilities and assistance for the safe and convenient inspection and testing required by the Government's inspectors in the performance of their duty.
- 5.7. The Supplier acknowledges that the signing of a delivery note or similar on behalf of the Government does not constitute acceptance of any Product and/or Services. The Government may reject any Product and/or Services (as applicable), even after they have been accepted, that: (a) are not of merchantable quality; (b) are not fit for purpose as stipulated in the Purchase Order; (c) are in an unsatisfactory condition or not functioning in the way they are designed to function; or (d) do not otherwise meet the requirements (including requirements relating to delivery) of these terms and conditions, or in circumstances where the Services do not meet the requirements of clause 5.1("Rejected Product"/"Rejected Services").
- 5.8. For any Rejected Product or Rejected Services the Supplier will, within ten (10) business days of receiving notice of Government's rejection of the Rejected Product or Rejected Services, at the Government's sole and absolute discretion and at the Supplier's sole risk and expense: (a) repair the Rejected Product; (b) replace the Rejected Product; (c) request the re-performance of the Services (d)

remove the Rejected Product for full credit or reimbursement; or (e) suspend or cancel the Services.

- 5.9. Title to the Rejected Product will pass back to the Supplier on the earlier of the replacement of the Rejected Product, or refund or credit of any amounts paid by the Government as specified in clause 5.8(c).
- 5.10. Clauses 5.7 and 5.8 do not limit or negate any other rights or remedies that the Government may have under these terms and conditions or at law.
- 5.11. A lack of Government inspection does not relieve the Supplier of any responsibility to perform its obligations according to these terms and conditions.

6. OWNERSHIP AND RISK

- 6.1. Subject to clauses 5.7 and 5.8:

- a. title in the Product passes to the Government when the Product is delivered to the Government or when the Government completes payment for the Product, whichever is the earlier date;
- b. the Product remains at the Supplier's risk until the Product is delivered to the Government and is declared by the Government as not being Rejected Product or Rejected Services.

- 6.2. Where the Product is delivered to the Government subject to the Services, the Product remains at the Supplier's risk until the Government is satisfied with the complete rendering of the Services.

7. PAYMENT

- 7.1. The Supplier shall provide to the Government's Contact Person, within five (5) business days of the end of the month following delivery of the Product or rendering of the Services, a VAT tax invoice for each delivery of the Product and rendering of the Services, stating Purchase Order number, date of delivery and full description of the Product and Services and quantity delivered. Invoices received without all of these details will be returned to the Supplier, unpaid.
- 7.2. If monthly charges are applicable, the Supplier shall supply to the Contact Person specified in the Purchase Order a monthly statement of that month's deliveries not later than the tenth business day of the month following delivery.
- 7.3. Invoices and statements are to be addressed to the address specified in the Purchase Order.
- 7.4. Subject to clause 5, payment for Product delivered, once accepted, will be effected on the first Wednesday on or after the 20th of the month following the date of the Supplier's VAT tax invoice or receipt of the delivery of the Product, whichever is the later.
- 7.5. Any invoices provided by the Supplier which have not met the requirements of this Payment clause will not be effected.
- 7.6. Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).

8. CONFLICT

- 8.1. The Supplier confirms it has no knowledge of any conflict of interest in providing the Product and rendering the Services.
- 8.2. If any conflict arises or has the potential to arise during the supply of the Product and Services, the Supplier shall immediately inform the Government in writing and the Government will decide on the appropriate steps to be followed in such event, which may include the right of the Government to terminate the Purchase Order with immediate effect.

9. INTELLECTUAL PROPERTY

- 9.1. "Intellectual Property" includes copyright, designs, drawings, specifications, reports, data and documentation. All Intellectual Property arising from the provision of the Services ("New IP") is owned by the Government and the Supplier shall co-operate with the Government (including by signing documents) to help the Government protect its rights in the New IP.
- 9.2. To the extent that New IP incorporates or requires Intellectual Property arising outside of the provision of the Services ("Pre-existing IP"), the Supplier licences, or shall procure the licence to the Pre-existing IP for the Government on a perpetual, royalty-free basis.
- 9.3. The Supplier warrants and represents to the Government that the New IP and the Pre-existing IP will not

infringe the Intellectual Property rights of any third party.

10. ASSIGNMENT

The Supplier must not assign, transfer or sub-contract any rights or obligations applicable under these terms and conditions without the prior written consent of the Government, such consent to be given at the Government's absolute discretion.

11. NOTICES

- 11.1. All correspondence shall include the Purchase Order number and addressed to the Government's Contact Person named on the Purchase Order form.
- 11.2. All correspondence shall be in writing sent by email, mail with postage prepaid or by hand delivery to the address for notices as set out above or such other address as a party has notified in writing.
- 11.3. Subject to clause 11.4, notice given in person is deemed to be served upon delivery or by post three (3) business days after the date of posting. Any notice served on a non-business day is deemed to have been served on the first business day after that day. Any notice by email shall be deemed to be received on the first business day after such email has reached the receiver's designated information system for receiving emails or, in all other situations, when the email comes to the receiver's attention.
- 11.4. The Government shall only be deemed to have received delivery of a notice upon the Government acknowledging in writing receipt of the notice.

12. INDEMNITY

The Supplier indemnifies the Government in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Government and any other person claiming through the Government as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of the Supplier in the performance of its obligations under these terms and conditions. This indemnity survives the termination of these terms and conditions.

13. REMEDIES

The Supplier shall not be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages or losses.

14. INSURANCES

- 14.1. The Supplier shall take out and maintain at its own cost, at all times during the continuance of these terms and conditions, such insurances as specified in the Purchase Order. All such insurance shall be on such terms and with such insurers as the Government may reasonably require.
- 14.2. The Supplier shall, if requested by the Government, provide the Government with written evidence that all insurances are in force and shall produce, whenever reasonably required by the Government, the relevant policies and evidence of payment of the current premiums. If the Supplier fails to provide such evidence the Government may, after notifying the Supplier in writing, arrange or keep in force that insurance and may, for the purpose of doing so, pay the relevant premiums and deduct a corresponding amount from any moneys payable by Government to the Supplier under these terms and conditions.

15. LAW

These terms and conditions are governed by the laws of the Cook Islands. The parties agree to submit to the exclusive jurisdiction of the High Court of the Cook Islands.

16. TERMINATION FOR CONVENIENCE

Notwithstanding anything to the contrary contained in these terms and conditions, the Government shall be entitled to cancel any applicable Purchase Order, at its convenience, on 10 days' written notice to the Supplier; provided the Government will pay for all Product and Services rendered delivered to the satisfaction of the Government in respect of any Purchase Order, prior to the date of notice of cancellation.

17. GENERAL WARRANTIES

The Supplier represents, warrants and undertakes that:

- 17.1. it has full power, capacity and authority to execute, deliver and perform its obligations under these terms and conditions or any Purchase Order;
- 17.2. it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under these terms and conditions or any Purchase Order;
- 17.3. there are no existing agreements, undertakings or arrangements which prevent it from entering into these terms and conditions or which would impede the performance of its obligations under these terms and conditions or any Purchase Order;
- 17.4. it has not offered any inducement in connection with the entering into or negotiation of these terms and conditions or any Purchase Order and;
- 17.5. it has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under these terms and conditions or any Purchase Order.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Cook Islands.

SIGNED by HER MAJESTY THE QUEEN IN RIGHT OF THE GOVERNMENT OF THE COOK ISLANDS, acting by and through the Secretary of Infrastructure

.....
Mac Mokoroa, Secretary

Cook Islands in the presence of:)

Name of Director (Supplier)

THE COMMON SEAL of the Supplier

as Contractor was duly affixed in the presence of:

WITNESS to the Signatures of the Principal and Supplier:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Occupation of Witness (Print)

Date-...../...../.....

APPENDIX D - EVALUATION CRITERIA

The Evaluation Criteria has been drawn from the Statement of Requirements, Standard Conditions and Special Conditions as articulated in the RFT. In accordance with clause 4.7.5 of the Manual, Tenders that did not meet the Standard Conditions are deemed non-compliant.

D1 Standard Conditions

Criteria	Compliant (Yes/No)
1. Tender was deposited in the Tender Box by the closing time specified in the RFT.	
2. Tender is complete: contents and format contained in Appendix A of the RFT has been followed.	
3. Proposal and related documentation was submitted in the English language.	
4. Tenderer has tendered to complete the whole of the works specified in the RFT.	
5. All prices must be in NZ dollars inclusive of insurance and freight Landed on Rarotonga, and onward delivery cost of insurance and freight landed on Atiu, Cook Islands.	

D2 Special Conditions

A Weighted Criteria methodology will be applied to this RFT to identify the Tenderer who is offering the greatest value for money.

Only fully compliant Tenders will be evaluated. An Evaluation Committee will be established to evaluate the Tenders. Expert advisors may be used to support and advise the Committee during the evaluation process. In some instances, Tenderers may be required to provide additional information during this time.

The Evaluation Committee will make recommendations to the CI Government Tender Committee consisting of the MFEM Financial Secretary and the Solicitor General) for approval.

Evaluations will be conducted against the attributes outlined in the table below.

Criteria	Weight (%)
Non-Price Attributes	
1. Compliance with contract terms	5
2. Warranties Offered on the Product	5
3. Past Performance of Servicing the Outer Islands - availability of spare parts.	5
4. Implementation - can deliver the Product (Crusher Plant) within reasonable timeframe (12 weeks)	5
5. Use of Local Resources	10

6. Installation, training, and commissioning (2 weeks)	10
7. Price	60
TOTAL WEIGHTING	100

D3 Risk Evaluation

Evaluation Committee will conduct a Risk Assessment for each Tender submitted. This will identify the most significant risks presented by the Tender and consider the likelihood of the risk occurring; the consequence of that risk; and a risk mitigation strategy. In conclusion, the mitigated risk will be determined to form an overall measure of the risk represented by each Tender.

The Risk Mitigation Strategy may include the inclusion of specific clauses in the executed contract. Therefore, a Tender considered to be High Risk might still be selected subject to the Tenderer's willingness to accept the proposed contract amendments.