Request for Tender

1. Supply of Oxygen Plant
2. Set up and Installation of the Oxygen Plant at the Rarotonga Hospital
3. Piping from Oxygen Plant to Rarotonga Hospital Wards

Tender ID.141545

Date of Release: 24 June 2015

Cook Islands Ministry of Health



## Glossary and Definitions

|  |  |
| --- | --- |
| Term | Explanation |
| RFT | Request for Tender |
| Tender Management Team | The team that is responsible for the management of this Tender, including the evaluation and administrative functions |
| Evaluation Committee | The group of people within the Tender Management Team that will evaluate this Tender |
| Manual | The Cook Islands Government Financial Policies and Procedures manual |

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## Introduction

### Summary of Requirement

Through this RFT, the Cook Islands Ministry of Health wishes to implement the purchase of selected medical equipment. This RFT is for the:

* Supply of an Oxygen Plant
* Set up and Installation of Oxygen Plant at the Rarotonga Hospital
* Piping from the Oxygen Plant to Rarotonga Hospital Wards

### Submission of Tender/Offer

Tenders shall be submitted either:

**Hard copy** - in two complete hard copies, packaged and labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside:

* Cook Islands Ministry of Health
* Name of tenderer, contact person and contact details.
* Procurement of a Medical Equipment 2014/2015 No.3

Tenders must be placed in the Tender Box located at the Funding and Planning office of the Cook Islands Ministry of Health in Tupapa and submitted in the form specified in Appendix A and B by the due date. Failure to do so will result in the tender being disqualified.

**OR**

**Softcopy**: By emailing the tender bid as a pdf file to [**tenders@cookislands.gov.ck**](mailto:tenders@cookislands.gov.ck) with the subject line Procurement of a Medical Equipment 2014/2015 No.3. Tenders must be received to the inbox of tenders@cookislands.gov.ck in the form specified in Appendix A and B by the due date. Failure to do so will result in the tender being disqualified. The receipt time on the inbox will be used as the receipt time for the purposes of ensuring a tender is within the time limits.

### Tender/Offer Closing Time

Tenders close at **4.00pm** on **Friday 10th July 2015**. The Tender Box is located at the Funding and Planning office of the Cook Islands Ministry of Health in Tupapa (or submitted electronically to the email address detailed above) and tenders should be addressed to:

Cook Islands Ministry of Health  
P O Box 109, Rarotonga, COOK ISLANDS  
The tenderer is responsible for ensuring that the tender is placed in the Tender Box by the closing time.

**Late tenders will not be accepted.**

### Contact Officer

Negotiations will not be permitted between the Tender Team and any prospective tenderers during the tender advertising period. However, prospective tenderers may seek clarification of the tender documents prior to submitting their tenders. Any enquiries in relation to this tender should be directed to the Contact Officer identified below. Tenderers should note that to ensure no disadvantage to any tenderers, responses to questions pertaining to this RFT will beemailed to all bidders.

Any enquiries in relation to this tender should be directed to the Contact Officer at the address given below.

**Name of Person:** Vaine Ngatokorua  
**Title:** Finance Manager  
**Address:** Cook Islands Ministry of Health  
**Phone:** 29664 ext. 706  
**E-mail:** v.ngatokorua@health.gov.ck

## Selection Process

All tenders deposited in the Tender Box by the Closing Time will be considered. Tenders submitted in the form specified in Appendix A and B to this RFT will then proceed to the evaluation stage.

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described inAppendix C. Failure to comply with the Standard Conditions will result in immediate exclusion from the Evaluation process.

## Notification of Acceptance

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. Unsuccessful tenderers shall be notified in writing by the Principal or their representative within 10 working days of acceptance of the successful tender.

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.

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.

The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender.

The tenderer must confirm their acceptance of the terms of the contract for services attached at Appendix D. If the tenderer is unable to agree to any clause, it must set out in a table form the clause reference, reason why the tenderer cannot accept it and proposed alternative wording.

## Probity

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.

## Confidentiality

Drawings, Specifications, Schedules and written technical information supplied to Tenderers shall not be used for purposes other than the preparation of a Tender without the approval of the Principal.

Information submitted by a Tenderer shall be regarded as confidential and shall not be disclosed to a third party except with the prior written agreement of the Tenderer.

## Statement of Requirement(s)

This tender is in three parts:

1. Supply of an Oxygen Plant

2. Setup and installation of Oxygen Plant at the Rarotonga Hospital

3. Piping from the Oxygen Plant to Rarotonga Hospital Wards

The tenderer is permitted to tender on any one or more parts of the tender, but the tender must be for the whole requirement of that section.

## Conditions of Tendering

The Standard Conditions, or the Standard Terms of Tender as they are referred to in Step 5 of the Manual are the **Mandatory Criteria** applying to this Tender. Any offer that does not meet the terms specified in the Standard Conditions below is **non‑conforming** and will not be evaluated.

## Standard Conditions

1. Tenders must be completed in the format contained in Appendix A and B of this RFT. If offers do not comply with this format, they will not be accepted.
2. Tenders must be deposited in the required form in the Tender Box by the closing time as specified in this RFT.
3. All proposals and related documentation in respect of this RFT must be in the English language.
4. Tenderers are permitted to tender on any one or more parts of the tender, but must tender to provide services or supply materials for the whole of the contract works of that section as specified in Appendix B “Specifications”.
5. All prices quoted must be inclusive of freight landed in Rarotonga.
6. Any other item that is critical to the delivery of the requirement and cannot be compromised. For example, there might be pre-qualification conditions attached to the RFT and tenderers not meeting such requirements should be excluded.
7. It must be clearly stated that in order for foreign companies to carry on business in the Cook Islands, an application for approval must be sought from the Business Trade and Investment Board (BTIB). Any fees associated with the registration are to be covered by the bidder.

APPENDICES

APPENDIX A

Form of Tender

**Vaine Ngatokorua  
Finance Manager,   
Cook Islands Ministry of Health**

Having examined the Tender Document in relation to Tender Reference No. \_\_\_\_\_\_\_\_ and dated \_\_/\_\_/201, released by the Cook Islands Ministry of Health, we submit the following offer.

We offer to complete, handover to the Principal and remedy defects in the whole of the said Tender Specifications in conformity with these Tender Documents for the sum of [insert the price offered in text with the value in numbers thus (NZD$\_\_\_\_\_\_\_\_\_\_.\_\_)] stated exclusive of Value Added Tax, together with such other sums as may be ascertained in accordance with the Contract.

We undertake to complete and handover the whole of the Contract Goods within the period stated in the Conditions of Tendering.

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 accepted 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.

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

We understand that no contract shall come into 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.

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 Goods. Further, during the assessment stage we understand and agree that you may request specific information from all tenderers in order to assist your assessment. We acknowledge that a failure to provide such information may result in disqualification from the process.

We provide the following information required to be submitted with this Tender:

* Completed Schedule of Specification and Prices
* Proposed Subcontractors *(if relevant)*
* Preliminary Delivery Programme
* List of Referees you may contact in relation to this offer.

|  |  |
| --- | --- |
| **Signature:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Printed Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Position Held:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Tenderer:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

APPENDIX B

Tender Specifications

Tenders are called for the supply of an Oxygen Plant to the Ministry, Installation and setup of Oxygen Plant at the Rarotonga Hospital and piping from the Oxygen Plant to Rarotonga Hospital wardsand must meet the minimum requirement specified below. (Additional Columns can be added for *Tendered specification* should Tenderer wish to offer multiple options)

**SUPPLY OF OXYGEN PLANT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Specifications | Minimum Requirement | Quantity Required | Tendered Specification (Tenderer to complete) | Tendered Specification (Option 2) |
| 1 | OXYGEN GENERATOR |  | 1 |  |  |
|  | Oxygen Purity | 95% |  |  |  |
|  | Production capacity | :≥4m³/hr |  |  |  |
|  | Display | Colour touch screen PLC control showing Data information, plus status of all Control Valves and instrumentation |  |  |  |
|  | Reporting System | SMS module |  |  |  |
|  | Power | 240/415VAC, 50Hz, Power cable: AS/NZS |  |  |  |
|  | FDA standard | FDA approved standard |  |  |  |
| 2 | LOW PRESSURE COMPRESSOR PACKAGE |  | 1 |  |  |
|  | Production capacity | ≥1.4m³/min |  |  |  |
|  | Outlet air pressure | 7.5barg |  |  |  |
|  | Filters | 1General purpose filter, 1 High efficiency oil removal filter, 1 Active carbon filter, 1 Dust removal filter (ISO 8573.1) |  |  |  |
|  | Power | 240/415VAC, 50Hz, Power cable: AS/NZS |  |  |  |
| 3 | REFRIDGERATED DRYER |  | 1 |  |  |
|  | Capacity | ≥Production capacity of Low Pressure Compressor volume |  |  |  |
|  | Power | 240/415VAC, 50Hz, Power cable: AS/NZS |  |  |  |
| 4 | OIL/WATER SEPERATOR |  | 1 |  |  |
|  | System Requirement: Type | Automatic |  |  |  |
| 5 | AIR STORAGE VESSELS AND ACCESSORIES |  |  |  |  |
|  | Storage Tank | ≥270L Certified Air Storage Tank, max pressure 11.0 barg |  |  |  |
|  | Accessories | Safety Valve, Pressure Gauge, Pipe Fittings, Auto Drain, Vessel & Instrument Isolation Valves (1 each of above accessories) |  |  |  |
| 6 | OXYGEN STORAGE VESSELS AND ACCESSORIES |  |  |  |  |
|  | Storage Tank | ≥270L Certified Oxygen 95% Surge Tank, max pressure 11.0 barg |  |  |  |
|  | Accessories | Safety Valve, Pressure Gauge, Pipe Fittings, Auto Drain, Vessel & Instrument Isolation Valves. (1each of above accessories) |  |  |  |
| 7 | HIGH PRESSURE COMPRESSOR FOR CYLINDER FILLING | 1 |  |  |  |
|  | Maximum Discharge | 2200 PSIG, 152 BarG, 155 Kg/cm² G |  |  |  |
|  | Flow Rate | 30 - 120 SCFH, 0.80 - 3.20 Nm3/H, 14 - 57 Nltr/M |  |  |  |
|  | Cooling | Air cooled |  |  |  |
|  | Gas Inlet | ¼ " FPT |  |  |  |
|  | Gas Outlet | ¼ " FPT |  |  |  |
|  | Power | 240/415VAC, 50Hz, Power cable: AS/NZS |  |  |  |
|  | SPARE PARTS |  |  |  |  |
|  | One Year spare parts for the whole system |  |  |  |  |
|  | INSTALLATION |  |  |  |  |
|  | The whole system supplied, installed, commissioned and run test of equipment at Rarotonga Hospital. |  |  |  |  |
|  | WARRANTY |  |  |  |  |
|  | One Year |  |  |  |  |
|  | SERVICE CONTRACT |  |  |  |  |
|  | Annual Preventative maintenance |  |  |  |  |
|  | TRAINING |  |  |  |  |
|  | To be provided for key operators at the Rarotonga Hospital on the use, operation and maintenance of equipment |  |  |  |  |
|  | DOCUMENTATION |  |  |  |  |
|  | Equipment layout drawings with interface points designated (Appendix F). Start-up operating and maintenance manual in English language. |  |  |  |  |
|  | On-going support/Maintenance  Please indicate the number of years provided |  |  |  |  |
|  | Toll-free Tech line  Phone and e-mail support |  |  |  |  |
|  | Freight |  |  |  |  |
|  | All prices quoted must be inclusive of freight landed in Rarotonga |  |  |  |  |
| Oxygen Plant ($) VAT Exclusive | | | |  |  |
|  |  |

**SET UP AND INSTALLATION OF OXYGEN PLANT AT RAROTONGA HOSPITAL**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Specifications | Minimum Requirement | Quantity Required | Tendered Specification (Tenderer to complete) | Tendered Specification (Option 2) |
|  | SET UP |  |  |  |  |
|  | Set up and modify area where oxygen plant will be housed as per:   * Appendix F * Appendix G * Appendix H | Must meet requirements as set in Appendices F, G and H |  |  |  |
|  | INSTALLATION |  |  |  |  |
|  | The whole system installed at Rarotonga Hospital as per:   * Appendix F * Appendix G * Appendix H | Must meet requirements as set in Appendices F, G and H |  |  |  |
| Setup and Installation of Oxygen Plant ($) VAT Exclusive | | | |  |  |
|  |  |

**PIPING FROM OXYGEN PLANT TO RAROTONGA HOSPITAL WARDS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Specifications | Minimum Requirement | Quantity Required | Tendered Specification (Tenderer to complete) | Tendered Specification (Option 2) |
|  | PIPING TO RAROTONGA HOSPITAL WARDS |  |  |  |  |
|  | Piping to be supplied and installed from Oxygen Plant to Rarotonga Hospital Wards:   1. Maternity Ward  * Delivery Room 1 * Delivery Room 2 * Nursery  1. Medical Ward  * Intensive Care Unit  1. High Dependency Unit 2. Surgical Ward  * Intensive Care Unit  1. Children Ward (Paediatric)  * Intensive Care Unit |  |  |  |  |
|  | WARRANTY |  |  |  |  |
|  | One Year |  |  |  |  |
|  | PLAN |  |  |  |  |
|  | Gas Pipe Line System as per Plan in Appendix G |  |  |  |  |
|  | CHARGES |  |  |  |  |
|  | Costs to include all charges (including labour costs) to supply and install piping to the Rarotonga Wards as stated above. |  |  |  |  |
| Piping from Oxygen Plant to Rarotonga Hospital Wards ($) VAT Exclusive | | | |  |  |
|  |  |

Maintenance

It is the preference of the Ministry of Health that annual preventative maintenance for the life of the machine is provided as part of the upfront payment for each machine along with the tech line and other support. If this is not the case please provide details of the level of maintenance and support that can be provided and any additional costs for this service.

Schedule of Prices

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Attach a copy of your equipment specifications with this form (Additional rows can be added to highlight bid prices for other options provided in the above **Appendix B**.) | | | | |  |  |
|  |  | VAT Exclusive | |  | | VAT Inclusive |
| Equipment | Quantity | unit cost | total cost | VAT (15%) | | Total Cost |
| Supply of an Oxygen Plant | 1 |  |  |  | |  |
| Setup and installation of Oxygen Plant at Rarotonga Hospital | 1 |  |  |  | |  |
| Piping from Oxygen Plant to Rarotonga Hospital Wards |  |  |  |  | |  |
| Maintenance costs (if any) for each machine  Oxygen Plant |  |  |  |  | |  |
| **Total** |  |  |  |  | |  |
|  |  |  |  |  | |  |
|  | | | | | | |
| **Total cost** - Quantity times unit cost (VAT exclusive amount) | | | |  | |  |
| **Total cost** - total cost excluding VAT plus VAT of 15%, this will be the total cost payout of the tender. | | | | | | |
| *This template will be supplied electronically on request.* | | |  |  | |  |

APPENDIX C

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 24.5 of the Manual, Tenders that did not meet the Standard Conditions are deemed non‑compliant.

#### Standard Conditions

|  |  |
| --- | --- |
| Criterion | Complies Yes or No |
| 1. Tender is completed in the format contained in Appendix A and B of the RFT. |  |
| 1. Tenders must be deposited in the required form in the Tender Box by the closing time specified in the RFT |  |
| 1. Proposal and related documentation must be in the English language. |  |
| 1. Tenderers are permitted to tender on any one or more parts of the tender, but must tender to provide services or supply materials for the whole of the contract works of that section as specified in Appendix B “Specifications”. |  |
| 1. Tenders are presented in hard copy format and soft copy format as specified in the RFT. |  |
| 1. All prices must be in NZ dollars and inclusive of freight landed in Rarotonga. |  |

#### Special Conditions

A Weighted Criteria methodology will apply to the evaluation of the Special Conditions of this RFT. The assignment of weightings is based on the following principles:

* The Special Conditions that reflect the critical elements of the project will be assigned a weight
* Weightings will reflect the relative importance of each criterion
* Scores will be based on the information provided in the submitted Tender
* Non‑price criteria will not have a value exceeding 40%.

|  |  |
| --- | --- |
| Criteria | Weight % |
| **Non-Price Criteria** |  |
| 1. Locally established company Locally supplied resources (labour and/or materials) | 5 |
| 1. Compliance with Terms and Conditions | 10 |
| 1. Service/Maintenance/Warranty | 10 |
| 1. Past Performance (Track Record) with hospitals and Medical Gas Supply in the Pacific Region (including New Zealand and Australia) | 15 |
| **Total Non-Price Elements** | **40** |
| Price | 60 |
| **TOTAL WEIGHTING** | **100** |

#### Risk

The 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.

APPENDIX D

**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.

1. **PRICES**
   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. The price includes the Services, freight, insurance, packaging, crating, local cartage, customs duty and/or any other services in the delivery of the Product.
   3. The price shall be in New Zealand dollars unless otherwise specified in the Purchase Order.
   4. The price is exclusive of VAT.
   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.
2. **DELIVERY** 
   1. The time of delivery and performance of the Product and Services is a fundamental element of these terms and conditions.
   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. 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.
   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 renderedor suppliedon the supply dates or times specified in the Purchase Order.
   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.
   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.
   7. All Product shall be packaged in a manner to prevent damage or deterioration when being delivered to the Government.
   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.
3. **IDENTIFICATION** 
   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.
   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.
4. **QUALITY, INSPECTION AND ACCEPTANCE**

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

* 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.
  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.
  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.
  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. 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.
  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.
  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").
  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.
  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).
  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.
  11. A lack of Government inspection does not relieve the Supplier of any responsibility to perform its obligations according to these terms and conditions.

1. **OWNERSHIP AND RISK** 
   1. Subject to clauses 5.7 and 5.8:
      1. 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;
      2. 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.
   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.
2. **PAYMENT** 
   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.
   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.
   3. Invoices and statements are to be addressed to the address specified in the Purchase Order.
   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.
   5. Any invoices provided by the Supplier which have not met the requirements of this Payment clause will not be effected.
   6. Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).
3. **CONFLICT** 
   1. The Supplier confirms it has no knowledge of any conflict of interest in providing the Product and rendering the Services.
   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.
4. **INTELLECTUAL PROPERTY** 
   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.
   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.
   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.
5. **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.

1. **NOTICES** 
   1. All correspondence shall include the Purchase Order number and addressed to the Government’s Contact Person named on the Purchase Order form.
   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.
   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.
   4. The Government shall only be deemed to have received delivery of a notice upon the Government acknowledging in writing receipt of the notice.
2. **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.

1. **REMEDIES**

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

1. **INSURANCES** 
   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.
   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.
2. **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.

1. **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.

1. **GENERAL WARRANTIES**

The Supplier represents, warrants and undertakes that:

* 1. it has full power, capacity and authority to execute, deliver and perform its obligations under these terms and conditions or any Purchase Order;
  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;
  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;
  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;
  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.

APPENDIX E

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**PURCHASE ORDER**

**Government**: Her Majesty the Queen acting by and through the Cook Islands Ministry of Health

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position:

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Product**: 1. Supply of an Oxygen Plant

2. Set up and Installation of Oxygen Plant at the Rarotonga Hospital

3. Piping from the Oxygen Plant to Rarotonga Hospital Wards

**Services**: Training and maintenance in accordance with the attached specifications.

**Delivery**: Product shall be delivered to the Rarotonga Hospital by or before the 10th August 2015.

**Price**: [To be confirmed during negotiations].

**Insurance**: [Supplier to provide type of cover and cover levels where and if applicable]

**Contact Person**:

Government Contact: Vaine Ngatokorua

Finance Manager

Telephone: 29664

Email: v.ngatokorua@health.gov.ck

Supplier Contact: [insert details]