Request for Tender

2015 IPAD MINI

Reference No. 151609

Date of Release: 24/08/2015

Ministry of Education



## 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 |
| Policy | The Cook Islands Government Purchase and Sale of Goods and Services Policy |

Table of Contents

 [1](#_Toc415210429)

[Glossary and Definitions 2](#_Toc415210430)

[Introduction 4](#_Toc415210431)

[Summary of Requirement 4](#_Toc415210432)

[Submission of Tender/Offer 4](#_Toc415210433)

[Tender/Offer Closing Time 4](#_Toc415210434)

[Contact Officer 5](#_Toc415210435)

[Selection Process 5](#_Toc415210436)

[Notification of Acceptance 5](#_Toc415210437)

[Probity 5](#_Toc415210438)

[Statement of Requirement(s) 6](#_Toc415210439)

[Conditions of Tendering 6](#_Toc415210440)

[Standard Conditions 6](#_Toc415210441)

[Special Conditions 7](#_Toc415210442)

[APPENDIX A 9](#_Toc415210443)

[Form of Tender 9](#_Toc415210444)

[Schedule of Prices 11](#_Toc415210445)

[Proposed Subcontractors 11](#_Toc415210446)

[Preliminary Delivery Programme 12](#_Toc415210447)

[Referees who may be Contacted 12](#_Toc415210448)

[APPENDIX B 13](#_Toc415210449)

[Tender Specifications/Schedule of Rates 13](#_Toc415210450)

[APPENDIX C 14](#_Toc415210451)

[APPENDIX D 21](#_Toc415210452)

[Evaluation Criteria 21](#_Toc415210453)

## Introduction

### Summary of Requirement

Through this RFT, the Ministry of Education wishes to procure 88 IPAD Minis.

### Submission of Tender/Offer

Tenders shall be submitted in two complete hard copies, packaged and labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside:

To: Ministry of Education

Postal Address: P O Box 97, Rarotonga, Cook Islands

Titled: Ministry of Education 2015 IPAD MIni Tender

RFT#: 151609

Tender enquiries must be addressed to the “Principal” Director of Information Technology and Communications.

Tender Validity period: Tender will remain valid for 60 working days.

### Tender/Offer Closing Time

Tenders close at 4pm on 10 September 2015. The Tender Box is located at the Ministry of Education Building, Nikao and tenders should be addressed to:

*Ministry:* Ministry of Education *Name of Tender Official:*  Information Technology and Communications *Ministry’s postal address:* P O Box 97, 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 be posted as a Notice to Tenderers on procurement.gov.ck.

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

**Name of Person:** Robert Matheson
**Title:** Information Technology and Communications
**Address:** P O Box 97, Rarotonga, Cook Islands
**Phone:** (682)29357
**E-mail:** itcdirector@education.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 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 D. 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. When the preferred supplier has been identified by the Tender Team, the Principal will invite the supplier to enter into negotiations based on the draft contract at Appendix Cto 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.

## 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.

## Statement of Requirement(s)

The IPAD Mini Specification is fully described in Appendix B. Product Specification

To enable to supply the IPAD MIni, Tenders should include provision for the Tenderer, at the Tenderer’s own cost to;

* Assess and, if successful, acquire all or part of IPAD Mini required;
* Arrange and pay for delivery of materials to the Ministry of Education, Rarotonga, Cook Islands; and
* Arrange for insurance coverage for the IPAD Mini required during shipment.

Tenders for the Contract shall be prepared and submitted in accordance with the attached condition of Tender. A valid tender requires the submission of a completed tender form together with a copy file of:

1. A proposed timeframes to complete the contract
2. Details of tender background and past experience of services

## Conditions of Tendering

The Standard Conditions, or the Standard Terms of Tender as they are referred to in step 5 of the Policy 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 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 above.
3. All proposals and related documentation in respect of this RFT must be in the English language.
4. Tenderers can tender to supply IPAD Mini, however tenders must tender for whole of the works in that particular section as specified in Appendix B “Specifications”. An exception will be made for items that have proprietary restrictions to which tenderers are not able to supply.
5. Tenders must be presented in hard copy format only and delivered in a sealed envelope to the location specified in this RFT. Telefax and electronic proposals will not be accepted.
6. All prices quoted must be inclusive of freight landed in Rarotonga.
7. 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.
8. 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.

## Special Conditions

The following special conditions of Tender apply to this Contract:

1. The Principal shall provide the contractor with a copy of the contract document signed by both principal and tenderer.
2. The tenderer is required to submit, on placement of the Tender application, a proposed work plan outlining the days and the duration, considered necessary to complete the contract work; from the time of execution of the contract to the contract completion.
3. Upon awarding of the contract works, it is deemed that the tenderer has assessed the project and that all cost both direct and indirect to complete the contract works has been covered in the tendered price.
4. The Principal may ask the tenderer to provide a list of proposed subcontracts and subcontractors before accepting the tender.
5. The Principal may ask the tenderer to provide additional information during the tender evaluation. The tenderer must supply that information in the form and within the time stated in the Principal’s request.

APPENDICES

APPENDIX A

Form of Tender

**To : Secretary**

 **Cook Islands Ministry of Education**

 **PO Box 97**

 **Avarua**

 **RAROTONGA**

**Re : SUPPLY OF IPAD Mini**

Having examined the Tender Documents in relation to Tender Reference \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ released by the Ministry of Education, 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 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 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:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Schedule of Prices

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Quantity** | **Cost per unit (Exclu VAT)** | **Total Cost (Excl.VAT)** |
| IPAD MiniIpad Mini with drop proof robust case. | 88 |  |  |
| **VAT** |  |  |  |
| **Total Cost Incl VAT** |  |  |  |

Proposed Subcontractors

|  |  |
| --- | --- |
| **Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Works/Skills to be performed.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Educational/Technical Qualifications:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Work Experience:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Preliminary Delivery Programme

Arrange and pay for delivery of materials to the Ministry of Education, Rarotonga, Cook Islands;

Referees who may be Contacted

|  |  |
| --- | --- |
| **Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Nature of Relationship with Tenderer:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

APPENDIX B

Tender Specifications/Schedule of Rates

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Qty | Minimum Requirements | Note |
| IPAD Mini | 88 | Ipad Mini with drop proof robust case. | IPAD Mini for Teacher and Student use.Budgeting on a maximum of $550 per device.  |

State all warranty and support options.

APPENDIX C

**TERMS AND CONDITIONS FOR SUPPLY OF PRODUCT**

The Supplier agrees to supply the Product 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 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 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 of the Product is a fundamental element of these terms and conditions.
	2. The Product shall be delivered and rendered in a prompt and timely manner on or within the delivery dates specified in the Purchase Order. All Product must be delivered 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 to the Government.
	4. The Government is entitled to cancel the Purchase Order or change its specification (without incurring additional charges) if the Product is not supplied on the supply dates or times specified in the Purchase Order.
	5. All Product 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 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 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, or product of the same nature as the Product, at any time.
3. **IDENTIFICATION**
	1. The Purchase Order number must be shown on all packages, invoices and correspondence relating to the Product. 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.
	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. These rights are for both the Government and any other party that has the use or benefit of the Product.
4. **QUALITY, INSPECTION AND ACCEPTANCE**

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

* 1. All Product 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 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.
	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.
	4. Where the Supplier has the benefit of any warranties or covenants from a third party in respect of the Product, the Supplier shall disclose and assign the benefit of the warranties and/or covenants to the Government.
	5. The Product, 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. The Government may reject any Product, even after it has 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, ("Rejected Product").
	8. For any Rejected Product the Supplier will, within ten (10) business days of receiving notice of Government's rejection of the Rejected Product, 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) remove the Rejected Product for full credit or reimbursement.
	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 (c).
	10. Clauses and do not limit or negate any other rights or remedies that the Government may have under these terms and conditions or at law.
	11. The Government’s failure to inspect 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 and :
		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.
	2. Where the Product is delivered to the Government to be installed and/or commissioned, the Product remains at the Supplier’s risk until the completion of installation and commissioning.
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, a VAT tax invoice for each delivery of the Product, stating Purchase Order number, date of delivery and full description of the Product 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.
	2. If any conflict arises or has the potential to arise during the supply of the Product, 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. **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 , 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 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.



**PURCHASE ORDER**

**Government**: Her Majesty the Queen acting by and though the Ministry of Education

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

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

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

Name:

Position:

Date:

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

**Product**: [insert details of product to be supplied including the purpose for which the product and service is being purchased]

**Delivery**: [insert details of where product should be delivered to and when] The Supplier must start work to supply consignment either within 24 hours of being given possession of contract and shall complete the work within the allocated time frame.

**Price**: [insert details of the amount to be paid, including if it is as a lump sum or by instalments]

**Guarantee**: The Supplier guarantees all Product supplied for one year from the date of delivery to Rarotonga.

**Insurance**: [insert details of any insurance requirements, i.e. type of cover and cover levels]

**Contact Person**:

**Government Contact**: Robert Matheson
**Title:** Director of Information Technology and Communications
**Address:** P O Box 97, Rarotonga, Cook Islands
**Phone:** (682)29357
**E-mail:** itcdirector@education.gov.ck

Supplier Contact: [insert details]

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

#### Standard Conditions

|  |  |
| --- | --- |
| Criterion | CompliesYes or No |
| 1. Tender is completed in the format contained in Appendix A 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 must tender to provide the whole of a Section of the works/goods/services specified in the RFT (see details at page 6 “Standard Conditions”.
 |  |
| 1. Tenders must be presented in hard copy format only.
 |  |
| 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

|  |  |
| --- | --- |
| **Award Criterion** | **Weight** |
| Price (realistic & cost effective) | 70% |
| Locally Established Company | 5% |
| Support and Warranty Options | 15% |
| Tenders have proven track records | 5% |
| Compliance with Contract Terms | 5% |
| ***Total Weighted Scores*** | ***100%*** |