Request for Tender



Supply of Solar Modules for the Cook Islands Government

Reference No. 151603

Date of Release: 11 August 2015

Office of the Prime Minister

## Glossary and Definitions

|  |  |
| --- | --- |
| Term | Explanation |
| C&F | Cost and Freight |
| Principal | means the Government of the Cook Islands represented by REDD, Office of the Prime Minister (OPM), the agency purchasing the services. |
| RFT | Request for Tender |
| MFEM | Ministry of Finance and Economic Management |
| OPM | Office of the Prime Minister |
| PEC Fund | Pacific Environmental Community Fund |
| POE | Project Owners Engineer is Entura who has been contracted by MFEM to act on behalf of the Government to design, manage, monitor and oversee the construction and commissioning of the Southern Group Renewable Energy Project. |
| PSG | Project Steering Group includes representatives from the Office of the Prime Minister, MFEM, New Zealand High Commission, ADB and Te Aponga Uira and is ultimately responsibile for the Southern Group Renewable Energy Project. |
| REDD | Renewable Energy Development Division |
| TEP | Tender Evaluation Panel is the group of people including REDD that will evaluate this Invitation to Tender |

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## Introduction

The Renewable Energy Development Division (REDD), Office of the Prime Minister (OPM), has secured funding from the Pacific Environment Community (PEC) for the supply and packaged delivery to Rarotonga, Cook Islands of Japanese-made solar PV modules, by Japanese suppliers. These will subsequently be installed by others at the islands: Mangaia, Mauke, Mitiaro, Atiu, Aitutaki and Rarotonga.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No.** | **Name of Goods or Related Services** | **Description** | **Unit of Measurement** | **Quantity** |
| 1 | Delivery | Delivery of all goods to Port of Rarotonga, C&F | Lump sum | Lump sum |
| 2 | Solar PV Modules | Polycrystalline silicon solar PV modules | Lump sum | Bidder to specify |
| 3 | Containers | ISO standard 20’ Container units to be used for freighting solar modules to be retained (owned outright) by the Principal on delivery | Lump sum | Lump sum |

### Summary of Requirement

Through this RFT, the Office of Prime Minister (the “Principal”) is seeking to implement the supply and packaged delivery to Avarua Rarotonga, Cook Islands of Japanese-made solar PV modules, by Japanese suppliers, for installation by others.

All *Tenderers* are to satisfy themselves as to the requirements of all matters relating to Japanese supply, equipment specifications, and transport to Rarotonga, including but not limited to

* Module compliance with all specifications listed,
* Cost and Freight (C&F) to dockside wharf facilities in Avarua, Rarotonga, (Marine Insurance for the shipment will be the responsibility of the Cook Islands Government)
* Conformance with PEC fund guidelines

The intent of the procurement strategy is to achieve economies of scale by the volume purchase of Japanese solar PV modules to supply the southern group islands. The table below provides a summary of projects where these solar modules will be used.

|  |  |
| --- | --- |
| **Project Site** | **Project description** |
| Mangaia | 450 kW solar integrated with 2.9 MWh batteries and diesel backup |
| Mauke | 220 kW solar integrated with 1.2 MWh batteries and diesel backup |
|
| Mitiaro | 120 kW solar integrated with 0.6 MWh batteries and diesel backup |
| Atiu | 400 kW solar integrated with 2.9 MWh batteries and diesel backup |
|
| Aitutaki and/or Rarotonga | remaining product, estimated in the order of 1 MW to 2.8 MW, for rooftop and ground mounted installation to reduce fuel consumption of existing generation |

The Tenderer should offer to provide the maximum number of solar panels using the total funds available (USD3,350,00.00 Exclusive of Value Added Tax), and achieving the expected results for the southern group islands as set out above.

## Submission of Tender

|  |  |
| --- | --- |
| **Tenders must be received at the Office of the Prime Minister, Renewable Energy Development Division and submitted in the form specified by the due date. Failure to do so will result in the tender being disqualified.**  **NOTE: Telefax and electronic tenders will not be accepted.** | |
| **Contents of tender:** | The Tenderer shall seal the original and Three (3) colour hard copies of the Tender Submission in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPIES.” . The CD/DVD should be included in the envelope with the “ORIGINAL”.  The envelopes shall then be sealed in an outer envelope. Each envelop will be addressed as per Location Address below.  Tenders shall be packaged for delivery, labelled “CONFIDENTIAL”, and have the Location Address clearly exhibited on the outside of the package: |
| **Location Address for the Tender:** | **Supply of Solar Modules for the Cook Islands Government**  **Request for Tender Number:**  **Name of Tenderer:** |
| **Tangi Tereapii**  **Office of the Prime Minister,**  **Renewable Energy Development Division**  **Telecom Drive**  **Office of the Prime Minister**  **Avarua, Rarotonga**  **COOK ISLANDS** |
| **Tenders must be received at the Location Address in the form specified by the Tender Closing Time. Failure to do so will result in the tender being disqualified.**  **NOTE: Telefax and electronic tenders will not be accepted.** | |

## Tender Closing Time

Tenders close at 3:00 pm local time (GMT-10hrs) on **Tuesday 22 September 2015.**

The tenderer is responsible for ensuring that the tender is delivered and received by the closing time.

**Late Tenders will not be accepted.**

## Tender Register

All prospective tenderers must notify the Principal in order to be registered on the Tender Register.

All tenderers who are registered will be notified in writing of amendments to the tender documents. The Principal is under no obligation to provide notification of amendments, or to respond to clarifications submitted by those not registered as tenderers.

## Amendment of Documents

At any time prior to the deadline for submission of tenders, the Principal, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender document by amendment.

All registered Tenderers will be notified of the amendment in writing, electronically or by post and the amendment will be binding on all registered Tenderers.

In order to allow registered Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Principal, at its discretion, may extend the deadline for the submission of tenders.

## Eligible Tenderers

Eligible tenderers will only be those who have the appropriate resources (technical and financial) and experience to successfully deliver on the Contract and in conformance with the PEC Fund procurement guidelines. In particular, Eligible Tenderers must meet the following criteria: (1) established under the laws of Japan; (2) Has its head office located in Japan; (3) More than 50% of the company's capital is owned by Japanese nationals or Japanese companies; (4) More than 50% of the company's board members are Japanese nationals.

Local businesses that would like to participate in the invitation to tender must also be in conformance with PEC Fund procurement guidelines and may wish to contact eligible Japanese tenderers.

## Tender Enquiries

Negotiations are not permitted between the Tenderer and Cook Islands Government staff, or other members of the project steering group (PSG) 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 principal contact identified below. At no time should the PSG be contacted with Tender enquiries.

The Tenderer shall note that any questions submitted to the Principal may be made available to ALL TENDERERS, along with the response to the question from the Principal. However, the Tenderer asking the question will not be named.

## Modification and Withdrawal of Tender Submissions

The Tenderer may modify or withdraw its Tender Submission after submitting, provided that written notice of the modification, including substitution or withdrawal of the Tender Submission, is received by the Principal prior to the deadline prescribed for submission of tenders.

The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the Tender Submission requirements. A withdrawal notice may also be sent by email or fax but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

No Tender Submission may be modified after the deadline for submission of tenders.

No Tender Submission may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Forms.

The Principal may at any time terminate the tender proceedings before Contract award and shall not be liable to any person for the termination.

At the request of Tenderers, the Principal will provide in writing reasons for the termination within ten (10) working days of receiving such a request.

## Contact Officer

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

|  |  |
| --- | --- |
| **Subject** | Cook Islands Renewable Energy Project (Insert Tenderers Name) |
| **Attention to** | Tangi Tereapii, REDD Office, Office of the Prime Minister |
| **Email Address – principal contact officer** | [tangi.tereapii@cookislands.gov.ck](mailto:tangi.tereapii@cookislands.gov.ck) |
| **Alternate email Address** | Ngateina Rani [ngateina.rani@cookislands.gov.ck](mailto:ngateina.rani@cookislands.gov.ck) |
| **Email Address Supervising Engineer – Project Owners Engineer** | Chris Blanksby: [Chris.Blanksby@entura.com.au](mailto:Chris.Blanksby@entura.com.au) |

## Opening of Tenders

Tender Submissions will not be subject to a public opening.

## Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender Submission, and the Principal, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The cost of a hard copy of the tender document will be $200.00 payable to the Office of the Prime Minister,

An electronic copy of the tender document is available from the principal free of charge.

## Selection Process

All tenders deposited in the Tender Box by the Closing Time will be considered.

Evaluation of the responses to this RFT will be in accordance the evaluation criteria set out in Appendix C.

The evaluation process will be conducted as follows:

* The Principal will evaluate and compare all Tender Submissions according to the evaluation criteria.
* The Principal will evaluate all Tender Submissions that conform to tender requirements within three (3) weeks from closing date.
* A Tenderer who gives false information in his/her Tender Submission or who refuses to enter into a Contract after notification of Contract award shall be considered for debarment from participating in future tenders issued by the Principal.
* The Tenderer whose Tender Submission scored the highest from the tender evaluation process will be considered as the ‘preferred’ Tenderer.
* The Principal reserves the right to accept or reject any or all Tender Submissions, and to annul the tendering process at any time prior to Contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

## Notification of Acceptance

Tenders shall remain open for acceptance and shall not be withdrawn for a period of ninety (90) working days from the Closing Date of the tender. Unsuccessful tenderers shall be notified in writing by the Principal or his 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 his 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.

## Probity

Regardless or any cultural considerations, 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. Any breach of the provision s of this clause will lead to any subsequent bids being non-admissible.

## Confidentiality

Except where disclousure is required by law, for purposes such as auditing and law enforcement, information submitted by a Tenderer will be regarded as confidential and will not be disclosed to a third party except with the prior written agreement of the Tenderer.

## Statement of Requirement

The Principal requires the supply of solar PV modules, delivered to the Port of Rarotonga, C&F. To facilitate storage of these solar PV modules and prior to installation, the Principal requires that the solar PV modules be supplied in shipping containers. The Principal reserves the right to appoint an inspector to verify the goods, packaged Ex-Works.

Solar PV modules, containers, and delivery arrangements must meet the requirements set out in Appendix B.

The Specified Project Budget is **USD3,350,000.00.** Offers must not exceed the specified project budget, or be less than 95% of the specified project budget.

Key dates are as follows:

|  |  |
| --- | --- |
| **Monday 11 August 2015** | **Tender Issue** |
| **Tuesday 22 September 2015** | **Tender Closes** |
| **Tuesday 13 October 2015** | **Tender Evaluation Complete** |
| **Friday 23 October 2015** | **Tender Evaluation Report Approval** |
| **Friday 30 October 2015** | **Notification of Successful Tenderer** |
| **16 November 2015** | **Signing of Contract Agreement** |

## Conditions of Tendering

Tenders must be completed in the format contained in Appendix A of this RFT. The Tender Submission prepared by the Tenderer shall comprise all forms included in Appendix A, with attachments as relevant. Tenderers who do not comply with these requirements will have their Tender Submissions treated as non-responsive and will be excluded from the tender evaluation process. Appendix A includes:

1. Letter of Offer
2. Schedule of Prices
3. Schedule of Invoicing Milestones
4. Schedule of Equipment Specification
5. Schedule of Delivery Programme
6. Schedule of Departures
7. Schedule of Qualification Criteria for Tenderer
8. Schedule of Proposed Subcontractor
9. Schedule of Corporate Information
10. Schedule of proposed Contract for Services (Contract) andTerms and Conditions
11. Tenders submitted to the OPM, REDD office in the required form by the closing time as specified in this RFT.
12. All proposals and related documentation in respect of this RFT must be in the English language. The Tender Submission prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchange by the Tenderer and the Principal shall be written in the English language. However, printed literature furnished by the Tenderer may be written in another language but must be accompanied by an accurate English translation. For clarification purposes, the English translation will prevail.
13. Tenderers must tender to provide services or supply materials for the whole of the contract works as specified in Appendix B “ Tender Specifications. Tenderer shall furnish, as part of its Tender Submission, evidence that all Goods, which the Tenderer proposes to supply and deliver under the Contract, are eligible goods in conformity with the tender document. The documentary evidence shall consist of a statement on the Goods offered including certificates of origin issued at the time of shipment and maybe in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a minimum period stipulated in the warranty, following commencement of the use of the Goods by the Principal; and

(c) a clause-by-clause commentary on the Principal’s Technical Specifications demonstrating substantial responsiveness or compliance of the Goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1. 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.
2. All prices quoted must be C&F, landed in Port of Avatiu, Rarotonga.
3. All prices quoted must be in United States Currency (USD)
4. Tenderers must satisfy the Eligibility Criteria for Japanese supply of the specified goods, as set out in the RFT.

### Format and Signing of Tender

The Tenderer shall prepare four (4) colour and bound copies of their Tender Submission, clearly marking each “ORIGINAL TENDER” and “COPIES OF TENDER”, as appropriate. There shall be one ORIGINAL and Three COPIES of the Tender Submission. In the event of any discrepancy between them, the original shall govern.

The original and copies of the Tender Submission shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The latter authorization can be indicated by written power-of-attorney accompanying the Tender Submission. The person or persons signing the Tender Submission shall initial all pages of the Tender Form except for un-amended printed literatures.The Tender Submission shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Tender Submissions shall remain valid for ninety (90) days after tender closing date. A Tender Submission valid for a shorter period can be rejected by the Principal as non-responsive.

The tenderer must confirm his 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, the reason why the tenderer cannot accept it and provide proposed alternative wording.

### 

### Sealing and Marking of Tenders

The Tenderer shall seal the original and copies of the Tender Submission in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPIES.” . The CD/DVD should be included in the envelope with the “ORIGINAL”. The envelopes shall then be sealed in an outer envelope that must be marked with the Location Address as follows:

|  |
| --- |
| **Supply of Solar Modules for the Cook Islands Government**  **Request for Tender Number:**  **Name of Tenderer:** |
| **Tangi Tereapii**  **Office of the Prime Minister,**  **Renewable Energy Development Division**  **Telecom Drive**  **Office of the Prime Minister**  **Avarua, Rarotonga**  **COOK ISLANDS** |

The outer envelope shall also indicate the contact details (name and address) of the Tenderer to enable the Tender Submission to be returned unopened in case it is received or declared ‘LATE’.

If the outer envelope is not sealed and marked as required the Principal will assume no responsibility for the Tender Submission’s misplacement or premature opening.

It is the Tenderer’s responsibility to ensure that his/her Tender Submission reaches the Principal at the address specified in the Invitation to Tender by the deadline for submitting tenders.

### Delivery

Tender Submissions may only be delivered on Business Days, between the hours of 9am and 4pm local time.

The Tender Submission may be delivered to the Location Address by mail, courier or by the Tenderer’s representative. Regardless of the method of delivery, the Tender Submission must be received at the Location Address in the form specified by the Tender Closing Time. Failure to do so will result in the tender being disqualified.

If the tender is delivered to the Tender Box Location by courier, the Tender Submission, Sealed and Marked as above, shall be placed in a courier bag marked with the Location Address.

On arrival of any package, marked as specified, at the Location Address, the Cook Islands Government representative taking receipt of the package will date stamp the package and place it in the tender box unopened. On request, and at the time of delivery, a receipt of delivery can be provided by the Cook Islands Government representative.

### Clarification of Tender Submissions

To assist in the examination, evaluation and comparison of Tender Submissions, the Principal may, at its discretion, ask the Tenderer for clarification of its Tender Submission. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender Submission shall be sought, offered, or permitted.

### 

### Retention Security

A Retention Security shall apply in this Contract and shall be ten (10) percent of the total Contract Price.

The Retention Security shall be retained by the Principal as security towards supply related defects identified or discovered during installation and commissioning such as systematic equipment faults. The Retention Security will be released to the Contractor within ten (10) working days after the Validation Study report is completed and approved by the Principal, provided that the Validation Study report shows no evidence of systematic faults affecting more than 2% of the sample on which the Validation study is performed. The Validation Study will commence approximately within 3 and 5 months after the Preliminary Commissioning. If the Validation Study is not completed within 12 months of product delivery, the Retention Security shall be paid by the Principal to the Contractor.

If the Validation Study shows evidence of systematic faults affecting more than 2% of the sample on which the Validation study is performed, the Retention Security shall be held by the Principal until such time as all claims by the Principal are settled. Any amounts for settlement of claims may be deducted from the Retention Security by the Principal.

The Retention Security and Validation Study report shall in no way alter the right of the Principal to other forms of claim for product defects.

### Validation Study

A validation study will be conducted to determine that the supplied solar PV modules demonstrate basic specified functionality. Due to project logistics, this study cannot be carried out until the panels are installed (by others). On commissioning of the systems, the Principal will appoint an appropriately qualified independent engineer to carry out the Validation Study (in the field).

At the first stage, the validation study will consist of visual checks for significant defects in accordance with IEC 61215. The first stage may also include maximum power tests, open circuit voltage measurement, short circuit voltage measurement, and thermal imaging hot spot tests, conducted under the recommendations of the independent engineer in accordance with relevant standards or accepted practice. These tests will apply to a minimum of 1% of supplied solar PV modules (arbitrarily selected).

At the second stage, the validation study will be performed at a system level, and will consist of a performance ratio test in according to the NREL Weather Corrected Performance Ratio (NREL/TP-5200-57991). Performance targets will be set by the Principal. Where the system does not perform as expected, targeted testing of panels as described in the first stage will be carried out in the field. The performance ratio tests will be carried out on a sample of modules not less than 20% of the total quantity supplied. Note that performance ratio results alone are not to be used as a measure of satisfactory or unsatisfactory performance, only as a means to target module testing as described above.

Modules will be considered to have faults if they do not satisfy one or more of the following tests as described above: visual check; maximum power tests; open circuit voltage measurement; short circuit voltage measurement; and thermal imaging hot spot tests.

APPENDICES

APPENDIX A

Form of Tender

Tenders should include all information set out in this Appendix, including attachments where requested.

1. Letter of Offer
2. Schedule of Prices
3. Schedule of Invoicing Milestones
4. Schedule of Equipment Specification
5. Schedule of Delivery Programme
6. Schedule of Departures
7. Schedule of Qualification Criteria for Tenderer
8. Schedule of Proposed Subcontractor
9. Schedule of Corporate Information
10. Schedule of proposed Contract for Services (Contract) and Terms and Conditions

### Letter of Offer

**Tangi Tereapii**

**Office of the Prime Minister,**

**Renewable Energy Development Division**

**Telecom Drive**

**Office of the Prime Minister**

**Avarua, Rarotonga**

**COOK ISLANDS**

1. Having examined the tender document including Notices to Tenderers or Addenda ………………………………. (*insert numbers)* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and install all PV equipment described and requested in conformity with the said tender document for the total sum of ……………………………………………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………………………………………..

(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender Submission.

2. We undertake, if our Tender Submission is accepted, to deliver all PV equipment in accordance with the schedule specified and in accordance with the executed Contract.

3. If our Tender Submission is accepted, we agree that the Retention Securities will be the total sum of equivalent to ten (10) percent of the total Contract Price.

4. We agree to be bound by this Tender Submission for a period of 90 days from the date fixed for tender opening in the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. 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.

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

7. 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.

8. 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/Goods/Services. 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.

9. We provide the following information required to be submitted with this Letter of Offer:

* Schedule of Prices
* Schedule of Invoicing Milestones
* Schedule of Equipment Specification
* Schedule of Delivery Programme
* Schedule of Departures
* Schedule of Qualification Criteria for Tenderer
* Schedule of Proposed Subcontractor
* Schedule of Corporate Information
* Schedule of proposed Contract For Services (Contract) and Terms and Conditions
* Supportive documents.

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

### Schedule of Prices

**Solar Modules**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| (a)  Part Number  Identification | (b)  Module Power Rating at STC  (kw) | (c)  Number of Modules | (d)  Module Unit Price (US$) | (e)  Subtotal Price  (US$)  (c)x(d) | (f)  Price per kw  (d)/(b) |
|  |  |  |  |  |  |

**Shipment to Port of Avarua, Rarotonga, Cook Islands**

|  |  |  |
| --- | --- | --- |
|  | **TOTAL** | **Specify quantity** |
| Shipping containers\* |  |  |
| Packaging |  |  |
| Freight |  |  |
| **Subtotal of shipment** |  |  |
|  |  |  |
| **Subtotal of Solar Modules (e)** |  |  |
|  |  |  |
| **TOTAL TENDER PRICE EXCL VAT**  **(should not be more than the specified project budget, or less than 95% of the specified project budget)** |  |  |
| **15% VAT** |  |  |
| **TOTAL TENDER PRICE INC. VAT US$** |  |  |

**Note that the Cook Islands Government will be responsible for the marine insurance and will not be included in your Total Tender Price.**

**\*Tenderer is to attach evidence or a statement clearly specifying that it has the right to sell the containers, and that their supply is included in the offer, including outright transfer of ownership to the Principal upon acceptance of delivery.**

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Invoicing Milestones

Invoicing and payment is to be milestone based, in accordance with the following table. Note that dates specified are indicative only, and are calendar days:

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** | **Evidence** | **Amount (% of contract sum)** | **Payment terms** |
| Contract signing  (0 days) | Signed contract | 60% | 30 days |
| Delivery  (120 days) | Inspection at Port of Avatiu, Rarotonga by independent authority (to be agreed) | 30% | 30 days |
| Validation of performance  (425 days) | Validation Study identifies no systematic issues with product, or 12 months from product delivery | 10% (retention security) | 30 days |

We confirm and agree to the proposed payment schedule including the 10% retention security

Yes No

If no specify and attach a proposed alternate.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### 

### Schedule of Equipment Specification

Proposed Equipment Specification Sheets

This Section provides Tenderers with the opportunity to describe their proposed solar modules.

Tenderers are required to append the Technical Specification Sheets of their proposed solar modules to this Schedule. Specification sheets should contain sufficient detail for the Principal to establish compliance with all technical specifications in Appendix B.

Do the proposed solar modules comply with all requirements of the Technical Specifications (Section 7)?

Yes No

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Delivery Programme

The Tenderer must demonstrate their intended approach to supply the equipment.

Will the panels be delivered to the Port of Avarua, Rarotonga, Cook Islands within 120 calendar days of contract signing?

Yes No

Specify the shipping routing, including Port of departure, and shippers proposed for delivery of the panels.

Confirm that inspection of the goods Ex Factor can take place (by an agreed representative for insurance purposes), and provide details of the location, timing, and any other arrangements required for this activity.

Confirm arrangements for the transfer of ownership of shipping containers used for transport of the goods, to the Principal and containers meet International Marine Standards

Specify the proposed documentation to be included with delivery (including electronic copy)

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Departures

This Section provides Tenderers with the opportunity to offer any additional equipment and or services that they consider to be worthy of the Principal’s consideration. Tenderers are required to detail the supply of additional items or service by way of an attachment.

* Is an offer for optional and additional equipment attached?

Yes No

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Qualification Criteria for Tenderer

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Applicant, and not the Applicant’s parent companies, subsidiaries or affiliates that must satisfy the qualification criteria described below. Evidence as set out below, must be attached to this schedule to satisfy compliance.

**E1. Eligibility**

| **Criteria** | **Compliance Requirements** | |
| --- | --- | --- |
| **Requirement** | **Single Entity** | **Joint Venture** |
| Nationality Established under the laws of Japan | Must meet requirement | Each Party of JV  must meet requirement |
| Head Office located in Japan; | Must meet requirement | Each Party of  existing or intended JV must meet requirement |
| More than 50% of Applicants company capital is owned by Japanese nationals | Must meet requirement | Existing or intended JV must meet requirement  in combination |
| More than 50% of Board Members are Japanese nationals | Must meet requirement | Each Party of the  existing or intended JV must meet requirement |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Proposed Subcontractors

Will subcontractors be used?

Yes No

If yes please provide details of subcontractor to explain relationship with the Tenderer and role will the subcontractor perform.

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

(attach additional copies of this form if more than one subcontractor will be used)

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Corporate Information

**Accreditation**

Compliance with National Code of practice for the Solar Manufacturing Industry?

Yes No

Other? If Yes, please state?

Yes No

|  |
| --- |
| ..................................................................................................................................................... |

**Referees who may be Contacted**

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

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

**Bank Details**

|  |  |
| --- | --- |
| **Bank Details** | |
| Name of Bank | ………………………………………….................................................................. |
| Address of bank | ………………………………………….................................................................. |
| Contact details for bank account | ………………………………………….................................................................. |
| Phone number | ………………………………………….................................................................. |

**Accountants**

|  |  |
| --- | --- |
| Accountants | |
| Company name | ………………………………………….................................................................. |
| Contact details | ………………………………………….................................................................. |

**Insurance Details**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Insurer** | **Policy No.** | **Amount (US$)** | **Expiry Date** |
| Public Liability |  |  |  |  |
| Workers Compensation |  |  |  |  |
| Product Liability |  |  |  |  |
| Building Insurance |  |  |  |  |
| Plant Insurance |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

**Company Size**

State turnover for the past three (3) financial years:

|  |  |
| --- | --- |
| **Year Ended – provide month of year end** | **Turnover (US$)** |
| 2012 | $.............................................................................. |
| 2013 | $.............................................................................. |
| 2014 | $.............................................................................. |

State turnover to date for this financial year:

|  |  |
| --- | --- |
| **Current financial Year** | **Turnover (US$)** |
| 2015 to present | $............................................................................ |

Specify the total capacity of solar PV modules supplied by the tenderer for the last three years

|  |  |  |
| --- | --- | --- |
|  | No. of Modules of the type offered for this Tender (kwp) | Total of all Modules supplied (kWp) |
| 2012 |  |  |
| 2013 |  |  |
| 2014 |  |  |

**Authorization**

Upon specific request will you authorize your Bankers and Accountants to supply the Principal with specific details relating to the current financial position of the Company?

Yes No

**Environment and Safety Record**

Attach documentation of safety and environmental policies, and details of significant incidents for the past three years. Summary statistics, as reported in line with safety and environmental policies, should be provided where available.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

### Schedule of Proposed Contract for Services (Contract) and Terms and Conditions

Draft terms and conditions are included in Appendix D.

We confirm and agree to the proposed Contract Terms and Conditions

Yes No

If no specify and attach proposed amendments.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Tenderer | ………………………………………………….. | Date | ……………………………………… |

APPENDIX B

### Tender Specifications

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No. 1** | | | | |
| **Lot Name : Grid Connected Solar PV System Equipment** | | | | |
| **Item No.** | **Name of Goods or Related Services** | **Description** | **Unit of Measurement** | **Quantity** |
| 1 | Delivery | Delivery of all goods to Port of Rarotonga, C&F | Lump sum | Lump sum |
| 2 | Solar PV Modules | Polycrystalline silicon solar PV modules | Lump sum | Bidder to specify |
| 3 | Containers | ISO standard 20’ Container units to be used for freighting solar modules to be retained (owned outright) by the Principal on delivery | Lump sum | Lump sum |

### Technical Specifications

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Name of Goods or**  **Related Services** | **Technical Description, Specifications,**  **And Standards** |
|  | **General Requirements** | **Condition of Goods**  All goods provided under this supply contract shall be new, undamaged and in good condition, unless otherwise specified.  All goods shall be provided in the original manufacturers packaging, sealed and unopened unless otherwise specified.  **Documentation**  Provide original full version hard copies of all documentation available from the equipment manufacturer with all equipment. Documentation types may include but are not limited to:   * Insurance certificates * Installation manuals * Operating manuals * User manuals * Drawings * Diagrams * Schematics * Certifications * Approvals * Warranties * Guarantees   All documentation shall be provided in English.  Photocopied or otherwise duplicated documentation will not be accepted. |
| **1** | **Delivery** | **Delivery**  All goods shall be robustly and securely packaged for protection against damage and expected environmental conditions.  All goods shall be securely packaged on pallets or skids, suitable for management with a standard forklift and freighted inside ISO standard container units (20’ strongly preferred). All goods shall be plastic shrink wrapped. Pallets shall not exceed 2,000 kg mass each.  Container units used for freighting shall form part of the goods supplied (i.e. ownership will be transferred to the Principal, along with the solar PV modules).  The condition and suitability of the goods will be assessed by the Principal or their representative ex factory and wharf prior to acceptance. |
| **2** | **Solar PV Modules** | **General**  This section covers solar PV modules for on-grid application.  **Standards**  PV modules shall comply with all applicable international and Australian/New Zealand standards including but not limited to:   * IEC 61215 * IEC 61730 * IEC 61701 * IEC 61345 * IEC 62716   The solar PV manufacturer and manufacturing process shall hold third party Quality Assurance certification to AS/NZS/ISO 9001.  **Equipment**  Provide high quality solar PV modules suitable for on-grid application and installation on a ground mounted array or rooftop.  Solar PV modules are preferred to be of the type polycrystalline silicon (poly-Si).  Solar PV modules are preferred to be of the type 60 cell (10 x 6 grid) with approximate dimensions 1000 mm x 1700 mm.  Solar PV modules are preferred to be of nominal power capacity of approximately 240-300 Wp.  Solar PV modules shall be constructed using anodised aluminium frames suitable for a tropical saline marine environment subject to cyclonic/typhoon conditions (60 m/s 3 second wind gust).  Solar PV modules shall be certified to have passed the IEC 61701 salt mist corrosion testing and the IEC 62716 ammonia corrosion testing.  Solar PV modules shall be positive power class sorted -0 Wp to +5 Wp or similar.  Solar PV modules shall be furnished with 3 (min) bypass diodes integrated into the module junction box.  Solar PV modules shall achieve the following specifications:   * DC system voltage: 1000 VDC * Temperature loss coefficient of Pmpp: -0.45%/K (max) * Temperature loss coefficient of Voc: -0.35%/K (max) * Module ingress protection rating : IP65 (min) * Module efficiency: 15% (min) * Mechanical load rating – front: 5,400 Pa (min) * Mechanical load rating – back: 2,400 Pa (min) * Cable size: 4 mm2 (12 AWG) (min) * Cable length: 1000 mm (min) * Connector type: MC4 or equivalent (IP67 min) * Fire rating to UL 1703: Class C * Operating temperature range: -40°C - 85°C   **Warranty**  Solar PV modules shall be provided with a minimum manufacturer’s warranty of 10 years from date of installation.  Solar PV modules shall be provided with a minimum performance guarantee of 90% of rated power after 10 years and 80% of rated power after 25 years. |
| **3** | **Containers** | Container units should be certified as Cargo Worthy for a minimum of 12 months from the date of delivery. Container units should be in good condition (with < 5% surface rust).  Tender should clearly demonstrate that the Containers will form part of the goods supplied. |

APPENDIX C

### Evaluation Criteria

|  |  |
| --- | --- |
| **Conformance Check Criteria** | **Conforms Yes 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 the works/goods/services specified in the RFT. |  |
| 1. Tenders must be presented in hard copy format only. |  |
| 1. All prices must be in US dollars and inclusive of freight landed in Raratonga (C&F). |  |
| 1. Eligibility Requirements to meet PEC funding rules must be satisfied |  |
| 1. Total bid price must not exceed the specified project budget, and must not be less than 95% of the specified project budget.   If the overall price does not meet this condition, the Principal may calculate a supply quantity using the unit price that equals the specified project budget (to the nearest unit). Conformance will then be determined by the Tenderer’s acceptance of this revision. |  |

Tenders must conform to all above criterion. Tenders that do not conform to all above criterion will be rejected.

Tenders that are not rejected will be evaluated on the basis of the following criteria.

|  |  |  |
| --- | --- | --- |
| **Item** | **Evaluation Criteria** | **Score Allocation** |
| **1** | **PRICE**   * Cost per kW as per Schedule B (17.5); * Clear break down of costs as per the itemized list in Schedule B (2.5). | **20** |
| **2** | **TECHNICAL COMPLIANCE**  Conformance with listed specifications   * Solar modules (20) * Warranty conditions (10). * Packing and Delivery (10) | **40** |
| **3** | **CORPORATE CAPABILITY, CAPACITY & EXPERIENCE**  The Principal requires the Tenderer to provide evidence of its capacity to fulfill the requirements of the proposed Contract which includes:  Corporate and Financial Capacity and Insurances (20)   * Financial Information; * References from Financial Institution(s); * Tenderer’s capacity to finance and undertake the Project; * Insurances; * Environmental and safety.   Experience with Similar Projects (10)  Tenderer to provide evidence of the Tenderer’s experience in fulfilling the requirements of similar Contracts as per the Corporate Information.  Quality Assurance (10)  Clear preference and undisclosed cost benefit shall apply to Tenderers who hold a current License under a recognized QA System such as AS/NZ ISO 9001:2008 or equivalent. | **40** |
| **TOTAL** | | **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

**Proposed Contract for Services (Contract) and Terms and Conditions**

The proposed contract form and terms and conditions follows. Please indicate whether any amendments are required to the proposed contract terms and conditions. If no amendments are suggested, Tenderers will be expected to enter into the agreement without amendment. Any proposed amendments will be form part of the evaluation criteria.

**GOVERNMENT OF THE COOK ISLANDS**

### Contract For Goods (Contract)

**Solar PV Modules**

**between**

**Her Majesty the Queen acting through by and the Office of the Prime Minister (OPM), Renewable Energy Development Division (Buyer)**

**and**

**[Contractor’s Full Legal Name]**

**(Supplier)**

Contract Number: [ ]

**The Contract**

OPM in collaboration with the Renewable Energy Division are seeking to purchase solar panels.

The Supplier agrees to provide these goods to OPM on the basis of the terms and conditions contained in this Contract.

**Contract Documents**

This Contract consists of:

The Contract Details and Description of Services at Schedule 1; and

The Terms and Conditions,

as amended from time to time in accordance with this Contract.

If there are any differences between the documents, Schedule 1 overrides the Terms and Conditions.

**Acceptance**

|  |  |  |
| --- | --- | --- |
| **For and on behalf of the Office of the Prime Minister, Renewable Energy Development Division** |  | **For and on behalf of the Supplier** |
|  |  |  |
| ***Signature*** |  | ***Signature*** |
|  |  |  |
| ***Full name*** |  | ***Full name*** |
|  |  |  |
| ***Position*** |  | ***Position*** |
|  |  |  |
| ***Date*** |  | ***Date*** |

### Schedule 1

Contract Details and Description of Goods

1. **Term of Contract**

Reference clause 1

|  |  |
| --- | --- |
| **Start Date** |  |
| **End Date** |  |

1. **Contract Managers**

Reference clause 7

|  |  |  |
| --- | --- | --- |
|  | **OPM’s Contract Manager** | **Supplier’s Contract Manager** |
| **Name:** | Tangi Tereapii |  |
| **Title/position:** | Director, REDD |  |
| **Physical address:** | Telecom Drive  Avarua, Rarotonga |  |
| **Postal address:** |  |  |
| **Phone:** | 682 29300 |  |
| **Email:** | tangi.tereapii@cookislands.gov.ck |  |

1. **Addresses for Notices**

Reference clause 16

|  | **OPM’s address** | **Supplier’s address** |
| --- | --- | --- |
| **For the attention of:** | Elizabeth Wright Koteka |  |
| **c.c.** | Tangi Tereapii |  |
| **Delivery address:** | Telecom Drive  Avarua, Rarotonga |  |
| **Postal address:** |  |  |
| **Email:** | tangi.tereapii@cookislands.gov.ck |  |

1. **Delivery timeframe**

Reference clause 2.6

***[to completed as per schedule of delivery programme]***

1. **Description of the Goods**

***[to completed in accordance with the schedule of equipment specification]***

*Performance Standards*

***[to be completed in accordance with the Validation Study and relevant standards as per the Equipment Specification]***

*Transfer of Records*

*[to be completed in accordance with the relevant documentation as per the Equipment Specification]*

1. **Charges**

Reference clause 6

***[to be completed as per schedule of prices and schedule of invoicing milestones]***

***[retention amount to be included as per Schedule of Invoicing Milestones, including definition of Validation study]***

1. **Liquidated damages**

Reference clause 4

Liquidated damages amount of $10,000 per day, for each day that delivery of the goods is delayed after the specified delivery date.

1. **Bank guarantee**

Reference clause 14

***[not required]***

1. **Insurance**

Reference clause 10

Public liability insurance with a minimum coverage of $20,000,000.

Workers compensation in accordance with the laws and requirements of the country of operation of the Supplier

Product liability insurance with a minimum coverage of $20,000,000, to be held for a minimum of 6 years from contract signing, with the buyer named as a Principal on the policy.

Insurance certificates for all insurance must be provided by the Supplier to the Buyer prior to shipping goods.

1. **Attachments**

The following documents are attached to Schedule 1:

[***to insert if relevant***]

### Terms and Conditions

1. **Length of Contract**
   1. This Contract starts on the Start Date.
   2. This Contract ends on the End Date, unless terminated earlier.
2. **Supply of Goods**

**Both Parties' obligations**

* 1. Both Parties agree to:

1. act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other
2. discuss matters affecting this Contract or the supply of the Goods, whenever necessary
3. notify each other immediately of any actual or anticipated issues that could:
4. significantly impact on the Goods or the Charges
5. receive media attention, and
6. comply with all applicable laws and regulations.

**Orders**

* 1. The Goods are supplied under the terms of this Contract. Any Supplier terms and conditions stated in its sales order form, delivery receipt, e-procurement system or elsewhere do not apply.

**Buyer's obligations**

* 1. The Buyer must pay the Supplier the Charges for the Goods as long as the Supplier has delivered Goods and invoiced the Buyer, all in accordance with this Contract.

**Supplier's obligations**

* 1. The Supplier must supply Goods which meet the specifics described in Schedule 1, the requirements of this Contract, and which are supplied in accordance with orders from the Buyer.
  2. The Supplier must provide at least 30 days’ notice of the expected date of arrival in Rarotonga of the Goods as well as full details of carrier arrangements.
  3. The Supplier must deliver the Goods to the Delivery Address stated in Schedule 1, on time, and for the Charges. It is essential that Goods are delivered on time.
  4. The Supplier must notify the Buyer immediately in writing if the Supplier becomes aware of any actual or possible changes or delay in the arrangements for delivery of the Goods.
  5. If a warranty or maintenance obligation (including a warranty from a manufacturer) applies in relation to the Goods or any items incorporated into or supplied with the Goods, the Supplier must ensure that the benefit of the warranty or obligation is passed on to the Buyer.

**Goods must satisfy criteria**

* 1. The Goods must:

1. be of merchantable quality and free from defects in design, materials or construction

b. be fit for the purposes for which they are intended to be used

c. comply with the specifics described in Schedule 1

d. comply with any sample of the Goods provided by the Supplier, except if the

Buyer has agreed otherwise in writing

e. be new and unused, unless the Buyer has agreed otherwise in writing, and

f. be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.

**Supplier warranties**

* 1. The Supplier warrants that:

a. the Goods do not breach any law or standard

b. supply of the Goods in accordance with this Contract will not infringe the rights of any person

c. when ownership is stated to pass in this Contract, full ownership of the Goods passes to the Buyer and no-one else has any rights in the Goods

d. all Goods supplied to the Buyer comply with all of the criteria stated in clause 2.9

e. any documentation supplied with the Goods is adequate (in terms of both quantity and quality) to enable the Buyer to use and maintain the Goods in the manner intended by the Buyer

f. all information provided by the Supplier to the Buyer is accurate, and

g. the Supplier has told the Buyer about any Conflict of Interest relating to the supply of Goods or this Contract.

**Spare parts**

* 1. If stated in Schedule 1 the Supplier must maintain an adequate stock of spare parts and equipment for the Goods, for supply to the Buyer as and when required.

1. **Acceptance and rejection of Goods**

**Initial Inspection**

* 1. The signing of a delivery note by any of the Buyer's Personnel does not indicate the Buyer's acceptance of the Goods.
  2. If, following the Buyer's Initial Inspection of the Goods, any of the Goods do not meet the requirements of this Contract, then the Buyer may, within a reasonable time after completing the Initial Inspection, do any of the following at the Buyer's option, but at the Supplier's cost:

1. require the Supplier to repair the Goods
2. require the Supplier to replace the Goods, or
3. reject the Goods.
   1. The Buyer must give Notice to the Supplier if it decides to exercise any of the options under clause 3.2.

**Final Inspection**

* 1. Following installation of the Goods on any one island, the Buyer will complete a Final Inspection.
  2. If, following the Final Inspection of the Goods, any of the Goods do not meet the requirements of this Contract, then the Buyer may, within a reasonable time after completing the Final Inspection, do any of the following at the Buyer's option, but at the Supplier's cost:

1. require the Supplier to repair the Goods
2. require the Supplier to replace the Goods, or
3. reject the Goods.
   1. The Buyer must give Notice to the Supplier if it decides to exercise any of the options under clause 3.5.

**Repair or replacement**

* 1. If the Supplier receives a Notice from the Buyer to repair or replace the Goods, the Supplier must promptly repair or replace the Goods in question, so that the Goods (or replacement Goods) comply with the warranties in clause 2.8.
  2. If the Buyer is not satisfied with the Supplier's progress in repairing or replacing the Goods, the Buyer may either:

a. reject the Goods, in which case clauses 3.9 to 3.10 will apply; or

b. arrange for the Goods to be repaired by someone else, in which case the Supplier will reimburse all costs and expenses incurred by the Buyer in doing so.

**Rejection**

* 1. If the Supplier receives a Notice from the Buyer rejecting the Goods, it must remove any rejected Goods from the Buyer's premises at its own risk and expense. If the Supplier does not remove the rejected Goods within 15 Business Days of Notice of rejection, the Buyer may return the Goods and recover from the Supplier any cost and expense incurred.
  2. If the Buyer rejects any Goods, the Supplier, at the Supplier’s cost, will do whichever one of the following the Buyer elects. The Buyer must state the action required in its Notice issued under clause 3.3 or 3.6:

a. provide a full refund of the Charges paid for the rejected Goods, within 10 Business Days of the Buyer electing to receive a refund, or

1. provide a credit for the Charges paid for the rejected Goods, against the Charges payable for other Goods, or

c. promptly replace the rejected Goods with Goods that meet the requirements of this Contract.

**No limitation**

* 1. The Buyer's rights under clauses 3.2 to 3.10 are in addition to, and do not limit, any other rights or remedies the Buyer may have.

1. **Liquidated damages**
   1. The Supplier shall deliver the Goods in accordance with the delivery requirements set out in Schedule 1 and time shall be of the essence in relation to the same.
   2. The Supplier acknowledges that in the event any delivery requirements are not achieved in the manner or within the time specified in Schedule 1, the Buyer may suffer losses as a result of delays in commencing other contract works.
   3. Accordingly, the Supplier shall pay to the Buyer, upon the Buyers’ election, the damage amounts set forth in Schedule 1, (except to the extent that such damage is directly attributable to the Buyer or as a direct result of any Extraordinary Event), up to maximum cumulative damages of the value of $1,000,000 (“Maximum Amount”), as liquidated damages and not as a penalty, if the Supplier fails to meet the committed delivery requirements. The Parties agree that the damages set forth in Schedule 1 are a genuine pre-estimate as of the Start Date of certain elements of the applicable damages the Buyer may incur in the event that any delivery requirements are not met.
   4. If the damages referred to in clause 4.3 reach the Maximum Amount then the Buyer may terminate this Agreement for cause without regard to any cure period and shall be entitled to recover actual direct damages incurred in connection with such termination and pursue such other rights and remedies as the Buyer may have at law or otherwise, all in accordance with this Agreement including recovery of solicitors’ fees and costs.
2. **Ownership and risk**

**Ownership of Goods**

* 1. Ownership in the Goods passes to the Buyer on the earlier of:

a. the date the Buyer has paid the Charges for those Goods, or

b. the date those Goods have been delivered.

* 1. Risk in the Goods passes to the Buyer on the date those Goods have been delivered.
  2. Ownership and risk in any Goods rejected by the Buyer under clauses 3.9 to 3.10 will pass back to the Supplier as follows:

a. if the Buyer has paid the Charges for those rejected Goods, once the Supplier has provided a refund, credit or replacement in accordance with clause 3.7, and

b. in all other cases, when the Goods are collected from the place to which they were delivered.

* 1. Ownership of any replaced Goods by the Supplier under clauses 3.2 to 3.8 will pass back to the Supplier once the Supplier has delivered the replacement Goods.

1. **Charges and payment**

**Charges & invoices**

* 1. The Charges are the total maximum amount payable by the Buyer to the Supplier for the delivery of the Goods.
  2. The Charges for the Goods include all of the following:

a. costs of shipping, carriage and freight

b. insurance charges, and

c. other costs incurred by the Supplier in delivering the Goods to Rarotonga wharf.

**Invoices**

* 1. The Supplier must provide valid invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid tax invoice.

**Payment**

* 1. If the Buyer receives a valid tax invoice on or before the 3rd Business Day of the month, the Buyer must pay that tax invoice by the 20th calendar day of that month. Any valid tax invoice received after the 3rd Business Day of the month will be paid by the Buyer on the 20th calendar day of the month following the month it is received. The Buyer's obligation to pay is subject to clauses 6.3, 6.5 and 13.10.
  2. If the Buyer disputes a tax invoice, or any part of a tax invoice, that complies with clause 6.3, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice. The Buyer must pay the portion of the tax invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

**Retention**

* 1. The Buyer will retain a percentage of the Charges in accordance with the terms in Schedule 1.

1. **Contract management**

**Contract Manager**

* 1. The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:

a. managing the relationship between the Parties

b. overseeing the effective implementation of this Contract, and

c. acting as a first point of contact for any issues that arise.

**Changing the Contract Manager**

* 1. If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

1. **Information management**

**Information and Records**

* 1. The Supplier must:

1. keep and maintain Records in accordance with prudent business practice and all applicable laws
2. make sure the Records are easy to access, and
3. keep the Records safe.
   1. The Supplier must give information to the Buyer relating to the Goods that the Buyer reasonably requests. All information provided by the Supplier must be in a format that is usable by the Buyer, and delivered within a reasonable time of the request.
   2. The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry, or its statutory, parliamentary or other reporting obligations.
   3. The Supplier must make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier).
   4. The Supplier must make sure that Records provided by the Buyer, or created for the Buyer, are securely managed and securely destroyed on their disposal.

**Reports**

* 1. The Supplier must prepare and give to the Buyer the reports stated in Schedule 1, by the due dates stated in Schedule 1.

1. **The contractual relationship**

**Independent contractor**

* 1. Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel’s, salary, wages, holiday or redundancy payments and any taxes or other levies attributable to the Supplier’s business or the engagement of its Personnel.

**Neither Party can represent the other**

* 1. Neither Party has authority to bind or represent the other Party in any way or for any purpose.

**Permission to transfer rights or obligations**

* 1. The Supplier may transfer any of its rights or obligations under this Contract only if it has the Buyer’s prior written approval. The Buyer will not unreasonably withhold its approval.

1. **Insurance**

**Where insurance is a requirement**

* 1. It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Supplier must have the insurance specified in Schedule 1 and the Supplier must:

a. take out insurance, with a reputable insurer, and maintain that insurance cover for the term of this Contract and for a period of 6 years after the End Date, and

b. within 10 Business Days of a request from the Buyer provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

1. **Conflicts of Interest**

**Avoiding Conflicts of Interest**

* 1. The Supplier warrants that, as at the Start Date, it has no Conflict of Interest in supplying the Goods or entering into this Contract.
  2. The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

**Obligation to tell the Buyer**

* 1. The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Goods or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

1. **Resolving disputes**

**Steps to resolving disputes**

* 1. The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process with apply to disputes:

1. a Party must notify the other if it considers a matter is in dispute
2. the Contract Managers will attempt to resolve the dispute through direct negotiation
3. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
4. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
   1. If a dispute is referred to mediation, the mediation will be conducted:

a. by a single mediator agreed by the Parties, or if they cannot agree, appointed by the Chair of LEADR New Zealand Inc (Lawyers Engaged in Alternative Dispute Resolution)

b. on the terms of the LEADR New Zealand Inc standard mediation agreement, and

c. at a fee to be agreed by the Parties, or if they cannot agree, at a fee determined by the Chair of LEADR New Zealand Inc.

* 1. Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 12.
  2. Any mediation will take place in Auckland, New Zealand.

**Obligations during a dispute**

* 1. If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

**Taking court action**

* 1. Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 12.1, unless court action is necessary to preserve a Party's rights.

1. **Ending this Contract**

**Termination by the Supplier**

* 1. The Supplier may terminate this Contract by giving 20 Business Days Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 6.5. The Charges must be overdue by 20 Business Days and the Supplier must have first brought this to the Buyer’s attention in writing within this period.
  2. At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contact by giving 20 Business Days Notice. The Buyer will, within 20 Business Days following receipt of the Supplier’s Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier’s Notice of termination. If the Buyer:

a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or

b. does not consent, the Contract will continue in full force as if the Supplier’s Notice of termination had not been given.

* 1. The Supplier may also terminate this Contract under clause 13.9.

**Termination by the Buyer**

* 1. The Buyer may terminate this Contract at any time by giving 20 Business Days Notice to the Supplier.
  2. The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:

1. becomes bankrupt or insolvent
2. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
3. becomes subject to any form of external administration
4. ceases for any reason to continue in business or to supply the Goods
5. is unable to supply the Goods for a period of 20 Business Days or more due to an Extraordinary Event
6. requires the supply of Goods within the period of an Extraordinary Event
7. is in breach of any of its obligations under this Contract and the breach cannot be remedied
8. repeatedly fails to perform or comply with its obligations under this Contract, whether those obligations are minor or significant
9. does something, or fails to do something, that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
10. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the supply of the Goods, the Buyer or the Crown, or
11. provides information to the Buyer that is misleading or inaccurate in any material respect.

**Termination by a Party if a breach has not been remedied**

* 1. If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non-defaulting Party) reasonably believes that the failure can be remedied, the non- defaulting Party must give a Notice (default Notice) to the defaulting Party.
  2. A default Notice must state:

1. the nature of the failure
2. what is required to remedy it, and
3. the time and date by which it must be remedied.
   1. The period allowed to remedy the failure must be reasonable given the nature of the failure.
   2. If the defaulting Party does not remedy the failure as required by the default Notice, the non- defaulting Party may terminate this Contract immediately by giving a further Notice.
   3. If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:
4. withhold any payment of Cost due until the failure is remedied as required by the default Notice, and or
5. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Cost due to reflect the reduced value of the Goods to the Buyer.

**Supplier's obligations on termination or expiry of this Contract**

* 1. On giving or receiving a Notice of termination, the Supplier must:

1. stop supplying the Goods
2. comply with any conditions contained in the Notice, and
3. immediately do everything reasonably possible to reduce its losses, costs, and expenses, arising from the termination of this Contract.
   1. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

**Consequences of termination or expiry of this Contract**

* 1. The termination or expiry of this Contract does not affect those rights of each Party which:

1. accrued prior to the time of termination or End Date, or
2. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.
   1. If this Contract is terminated the Buyer:
3. will only be liable to pay Charges that were due for Goods delivered before the effective date of termination, and
4. may recover from the Supplier, or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

**Handover**

* 1. If the Buyer requests it, the Supplier will provide all reasonable assistance to support any replacement supplier to supply the Goods.

1. **Bank guarantee**
   1. If so required by Buyer, the Supplier shall provide a bank guarantee for the performance of its obligations under the contract. The guarantee(s) shall be issued by a bank approved by the Buyer, for the amount stipulated in the contract and in the exact format specified in Schedule 1.
   2. No advance payment shall be payable by the Buyer until the Supplier has provided a bank guarantee pursuant to clause 14.1.
   3. If the expiry date of the bank guarantee is linked to a date or to a milestone stipulated in the contract, the Supplier shall, whenever the date or the date of the milestone changes, immediately extend the bank guarantee until the amended date or until the amended date of the milestone. The Supplier shall provide the Buyer with proof of the extension as soon as it has been obtained.
   4. Failure to extend the bank guarantee shall entitle the Buyer to draw on it. The Supplier shall be entitled to repayment (without interest) of the amount drawn by the Buyer within one month of:
2. replacement by the contractor of the bank guarantee by a bank guarantee extended to the amended date or to the amended date of the milestone; or
3. the amended date or the amended date of the milestone;

provided always that in the meantime no event has occurred entitling the Buyer to draw on the bank guarantee for other reasons than those defined in this clause 14.4.

1. **Confidential Information**

**Protection of Confidential Information**

* 1. Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access, or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:

1. to the extent that use or disclosure is necessary for the purposes of providing the Goods, or in the case of the Buyer, using the Goods
2. if the other Party gives prior written approval to the use or disclosure
3. if the use or disclosure is required by law (including under the Official Information Act 2008), Ministers or parliamentary convention, or
4. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

**Obligation to inform staff**

* 1. Each Party will ensure that its Personnel:

1. are aware of the confidentiality obligations in this Contract, and
2. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

1. **Notices**

**Delivery of Notices**

* 1. All Notices to a Party must be delivered by hand or sent by post, courier, fax or email to that Party's address for Notices stated in Schedule 1.
  2. Notices must be signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

**Receipt of Notices**

* 1. A Notice will be considered to be received:

1. if delivered by hand, on the date it is delivered
2. if sent by post within Rarotonga, on the 3rd Business Day after the date it was sent
3. if sent by post internationally, on the 10th Business Day after the date it was sent if sent by courier, on the date it is delivered
4. if sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
5. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
   1. A Notice received after 5pm on a Business Day, or on a day that is not a Business Day, will be considered to be received on the next Business Day.
6. **Extraordinary Events**

**No fault if failure to deliver due to an Extraordinary Event**

* 1. Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

**Obligations of the affected Party**

* 1. A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

a. the nature of the circumstances giving rise to the Extraordinary Event

b. the extent of that Party's inability to perform under this Contract

c. the likely duration of that non-performance, and

d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of Goods.

**Alternative arrangements requiring immediate termination**

* 1. If the Buyer, acting reasonably, requires the Goods to be supplied during the period affected by an Extraordinary Event, then despite clause 17.4, the Buyer may terminate this Contract immediately by giving Notice.

**Termination of Contract**

* 1. If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

1. **General**

**Changes to this Contract**

* 1. Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded:

a. in writing and signed by both Parties, or

b. through an exchange of emails where the authors have delegated authority to approve the Variation.

**This is the entire Contract**

* 1. This Contract, including any Variation, records everything agreed between the Parties relating to the supply of the Goods. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the supply of the Goods before this Contract was signed, whether they were verbal or in writing.

**Waiver**

* 1. If a Party breaches this Contract, and the other Party does not immediately enforce its rights resulting from the breach that:

a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and

b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

**Cook Islands law, currency and time**

* 1. This Contract will be governed and interpreted in accordance with the laws of the Cook Islands. All money is in United States dollars unless Schedule 1 specifies a different currency. Dates and times are Cook Islands time.

**Publication of information about this Contract**

* 1. The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
  2. Each Party undertakes not to post on websites or social networking sites and not to publicly display objectionable or derogatory comments about the Goods, this Contract, each other, or any of its Personnel and to ensure that its Personnel do not do so.

**Signing the Contract**

* 1. The date of execution is date this Contract is signed. This Contract is properly signed if each Party signs the same copy, or separate identical copies, of Page 1. If this Contract is signed on two separate dates or separate copies are signed, the date of execution is the later of the two dates. Where separate copies are signed the signed copy can be the original document, or a faxed or emailed copy.

**Clauses that remain in force**

* 1. The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses: 8 (Information management), 10 (Insurance), 12 (Resolving disputes), 13 (Ending this Contract), 15 (Confidential Information), 18 (General) and 19 (Definitions).

**Precedence**

* 1. If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:

a. a Variation agreed between the Parties under clause 18.1

b. Schedule 1

c. any Attachment to Schedule 1

d. Schedule 2.

1. **Definitions**
   1. When used in this Contract the following terms have the meaning beside them:

**Attachment** Any supplementary document named in Schedule 1 as an Attachment to this Contract.

**Business Day** A day when most businesses are open for business in Rarotonga. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 4pm.

**Buyer** The Buyer is the purchaser of the Goods. The Buyer is the Crown, also described as the Sovereign Her Majesty the Queen who acts by and through the government agency named as the Buyer on page 1 of this Contract for the purposes of this Contract.

**Charges** The total amount payable by the Buyer to the Supplier as stated in Schedule 1. Charges are payable on successful delivery of Goods provided a valid tax invoice has been submitted.

**Confidential Information** Information that:

a. is by its nature confidential

b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'

c. is provided by either Party, or a third party 'in confidence'

d. either Party knows or ought to know is confidential, or

e. is of a sensitive nature or commercially sensitive to either Party.

**Conflict of Interest** A conflict of interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract. It means that its independence, objectivity or impartiality can be called into question. A conflict of interest may be:

a. actual: where the conflict currently exists

b. potential: where the conflict is about to happen, or could happen

c. perceived: where other people may reasonably think that a person is compromised.

**Contract** The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2, any other Schedule, and any Variation and Attachment.

**Contract Manager** The person named in Schedule 1 as the Contract Manager. Their responsibilities are listed in clause 7.

**Crown (The Crown)** The Buyer also described as the Sovereign Her Majesty the Queen in right of New Zealand and includes a Minister, a government department of Parliament.

**Delivery Address** The address where the Supplier must deliver the Goods as specified in Schedule 1 or such other address as specified by the Buyer.

**End Date** The earlier of the date this Contract is due to end as stated in Schedule 1, the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date that the Contract is to end.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event (including where the Buyer has failed to make due payment because of an event beyond its reasonable control). An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster

b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo

c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or

d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

**Final Inspection** Inspection by the Buyer of the Goods following installation.

**Goods** The Goods described in Schedule 1 that the Supplier must supply under this Contract.

**Initial Inspection** Inspection by the Buyer of the Goods at the Delivery Address.

**Notice** A formal or legal communication from one Party to the other that meets the requirements of clause 14.

**Party** The Buyer and the Supplier are each a Party to this Contract, and together are the Parties.

**Personnel** All individuals engaged by either Party in relation to this Contract, or the supply of Goods. Examples include: the owner of the business, its directors, employees, subcontractors, agents, external consultants, specialists, technical support, and co-opted or seconded staff.

**Records** All information and data necessary for the management of this Contract and the supply of Goods. Records include but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be printed hard copies or soft copies stored electronically.

**Schedule** An attachment to this Contract with the title 'Schedule'.

**Start Date** The date when this Contract starts as stated in Schedule 1.

**Supplier** The person, business, company, or organisation named as the Supplier on page 1. It includes its Personnel, successors, and permitted assignees.

**Variation** A change to any aspect of this Contract that complies with clause 18.1.