Request for Tender

# Finance Specialist for Southern Cook Islands

# Renewable Energy Programme

Reference No. 151610

Date of Release: August 2015

Office of the Prime Minister



## Glossary and Definitions

|  |  |
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| Term | Explanation |
| RFT | Request for Tender |
| Tender Management Team | The team that is responsible for the management of this Tender, including the evaluation and administrative functions |
| Evaluation Committee | The group of people within the Tender Management Team that will evaluate this Tender |
| Policy | The Cook Islands Government Purchase and Sale of Goods and Services Policy |
| PMU | Project Management Unit |
| FS | Finance Specialist |
| MFEM | Ministry of Finance and Economic Development |
| OPM | Office of the Prime Minister |

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## Introduction

### 1. Summary of Requirement

Through this RFT, the Office of the Prime Minister wishes to implement renewable energy projects that will make progress towards the Cook Islands’ 2015 target of 50% of its islands to utilise renewable electricity by 2015 and 100% by 2020. This RFT is for the services of a Finance Specialist contracted to the Project Management Unit of the Office of the Prime Minister until December 2017.

### 2. Submission of Tender/Offer

Tenders will only be accepted electronically.

By emailing the tender bid as a pdf file to **tenders@cookislands.gov.ck** with the subject line “Finance Specialist, Ref 151610”. Tenders must be received to the inbox of tenders@cookislands.gov.ck in the form specified in Appendix A by the due date. Failure to do so will result in the tender being disqualified. The receipt time on the inbox will be used as confirmation of receipt for the purposes of ensuring the tender submitted is within time limit.

**NOTE:** Hard copies and fax tenders will not be accepted.

### 3. Tender/Offer Closing Time

Tenders close at **4.00pm on Monday 14 September 2015 (Cook Island time)**.

The tenderer is responsible for ensuring that the tender is placed in the electronic tender box by the closing time.

**Late tenders will not be accepted.**

### 4. Contact Officer

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

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

**Name of Person: Tangi Tereapii**

**Title: Director, Renewable Energy Development Division**

**Avarua, Rarotonga**

**Phone: +682 25494 ext 808**

**E-mail: tangi.tereapii@cookislands.gov.ck**

### 5. Selection Process

All electronic tenders received by 4pm on Monday 14 September (Cook Island time) will be considered. Tenders submitted in the form specified in Appendix A to this RFT will then proceed to the evaluation stage.

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

### 6. Notification of Acceptance

Tenders shall remain open for acceptance and shall not be withdrawn for a period of thirty (30) working days from the Closing Date of the tender. Unsuccessful tenderers shall be notified in writing by the Principal or their representative within 10 working days of acceptance of the successful tender.

If no tender is accepted by the Principal within twenty (20) working days after the Closing Date, each tenderer will be notified in writing by the Principal or their representative whether their tender is still under consideration or is no longer being considered.

The Tender Team reserves the right to contact referees and/or customers regarding the performance of the tenderer as it may pertain to this RFT.

The Principal shall not be bound to accept the lowest priced tender or the highest scored tender or any tender. When the preferred supplier has been identified by the Tender Team, the Principal will invite the supplier to enter into negotiations based on the draft contract at Appendix C to this RFT. Only when the parties have agreed to the terms of the contract and executed the contract will the Principal issue to the successful tenderer a Letter of Acceptance.

### 7. Probity

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

### 8. Confidentiality

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

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

### 9. Statement of Requirement(s)

In addition to the TOR for this services contract attached as Appendix B, the following points should be stressed:

1. The contract is to start asap and will be contracted until December 2017;

2. The services contract is for 35 hours, 5 days per week and can be based on a daily/weekly or annual figure of *up to* $85,000 NZD (or 200,000 NZD for full contract from September 2015 – December 2017), based on experience and skill level. Bidders are expected to stipulate costs for this proposal. CIG will cover office and communication costs.

3. The services will be provided in the OPM building, Rarotonga and the contractor is required to be based in Rarotonga. Any foreign applicants must meet BTIB and visa entry requirements and related costs.

### 10. Conditions of Tendering

## A) Standard Conditions

1. Tenders must be completed in the format contained in Appendix A & B of this RFT. If offers do not comply with this format, they will not be accepted.
2. Tenders must be deposited in the required form and acknowledged electronically by the closing time as specified in Clause 3 of this RFT.
3. All proposals and related documentation in respect of this RFT must be in the English language.
4. Tenderers must tender to provide services for the whole of the contract as specified in Appendix B “Specifications”.
5. Tenders must be presented electronically.
6. We will accept bids by individuals contracted on behalf of a company. Note that foreign companies who wish to carry on business in the Cook Islands will be required to submit an application for approval from the Business Trade and Investment Board (BTIB). Any fees associated with the registration are to be covered by the bidder.

APPENDICES

APPENDIX A

Form of Tender

**Tangi Tereapii**

**Director, REDD**

**PO Box 120, Avarua**

**Rarotonga, Cook Islands**

Having examined the Tender Documents in relation to Tender Reference No. \_\_\_\_\_\_\_\_ and dated \_\_/\_\_/2015, released by MFEM, we submit the following offer.

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

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

I agree to abide by this Tender for a period of sixty (30) days from the date fixed for receiving the same and it shall remain binding upon me and may be accepted by you at any time before the expiry of that period.

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

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

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

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

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

1. Completed Schedule of Prices

2. Schedule of Project Experience

3. Curriculum Vitae

4. List of Referees you may contact in relation to this offer.

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

Proposed Contractor

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

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| **Work Experience:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Referees who may be Contacted

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| **1. Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Nature of Relationship with Tenderer:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **2. Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **E-mail Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Phone No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Facsimile No.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Nature of Relationship with Tenderer:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Schedule of Prices

Please indicate your annual package in NZD (plus VAT of 15%) and outline any other expenses you would expect to claim during the course of the contract (until December 2017).

|  |  |  |
| --- | --- | --- |
| **Rate per unit** | **NZD** | **15% VAT** |
| **Annual Rate** |  |  |
| **Overall Contract Value**Assumes a September 2015 start date and December 2017 end date.  |  |  |
| **Additional claimable expenses expected** |  |  |
|  |  |

APPENDIX B

Tender Specifications -Terms of Reference for Services to be provided

**Title:** Renewable Energy Finance Specialist

**Division:** Office of the Prime Minister (OPM)

**Responsible to:** Project Manager, Renewable Energy Project

**Expected Remuneration**

NZD50,000-$85,000 annually (depending on experience and qualification) or between $140,000 – 200,000. Any leave will be unpaid and should be negotiated as part of the contract terms.

**Objective and Purpose of the Assignment**

The Government of the Cook Islands is committed to the implementation of renewable energy projects that will make progress towards the Cook Islands’ 2015 target of 50% of its islands to utilise renewable electricity by 2015 and 100% by 2020.

This service contract contributes to the effective performance of the Executing Entity function of the Ministry by supporting the Project Management Unit in leading the Financial planning, reporting and implementation of the Renewables development program for the Cook Islands.

**Scope of Work**

Providing specialist support to Renewables Project Management Unit to enable compliance with fiduciary responsibilities outlined in MFEM financial policies and procedures including Te Tarai Vaka Activity Management System.

**Detailed Tasks and/or Expected Output**

***Tasks:***

Provide management, financial and administrative support to ensure contractual requirements are met;

Effective co-ordination of financial and reporting information between development partners, government authorities and implementing agencies to achieve outcomes;

Provision of coaching in the use of Cook Islands and development partners financial, procurement and contracting guidelines and the project management system.

***Expected Outcomes:***

Successfully implemented Renewables Program

All Stakeholders fully informed and issues resolved

Compliance to national and partner systems

***Minimum Qualification Requirements***

Minimum General Experience:10 years

Minimum specific experience: 5 years

***Objectives, Outcomes and Key deliverables***

|  |
| --- |
| **Objective 1:** Provide management, financial and administrative support to ensure contractual requirements are met |
| **Outcome 1:** Successfully implemented Renewables Program within budget and in compliance with financing agreements |
| **Key Deliverables (1):*** Effective financial planning, monitoring and reporting on Renewable Energy portfolio
* Adherence to Government Financial procedures to ensure alignment of funds to outcomes
* Relevant financial information is researched, analysed and collated to prepare project/programme documents for review by appropriate stakeholders
* Adherence to financing agreements is maintained through support and advice.
* Financial support to procurement which complies with policy
* Effective financial monitoring, reporting and evaluation of performance in relation to outcomes and

 time frames contained in agreements * Technical advice on development policies and procedures to Government authorities
* Funding is sufficient to meet contract payments, and contract sums do not exceed financing ceilings
* Changes are formalised through formal variations to financing agreement.
* Financial records and processes produce unqualified audits
* Required financial reporting (e.g. weekly Steering Group, monthly MFEM, Quarterly project reporting and annual summaries)
* Annual budget projections and financial workflows
 |
| **Objective 2:** Effective financial co-ordination between development partners, government authorities and executing/implementing agencies to achieve outcomes |
| **Outcome 2:** All stakeholders are fully informed on financial aspects of the project and issues proactively resolved  |
| **Key Deliverables (2):** * Development Partners and government authorities are aware of financial status of the project
* Communication and information flows on financial activities are maintained between relevant public and private stakeholders
* Annual and Mid-term reviews and reports have favourable outcomes
* Policy, financing and procurement guidelines are provided to interested parties and other development partners in country
* Missions, audits and evaluations are results focussed
 |
| **Objective 3:** Provision of coaching in the use of Cook Islands and development partners financial policies and procedures and the financial management system |
| **Outcome 3:** Compliance to national and partner systems |
| **Key Deliverables:** * Up-skilling government employees (especially PMU) to ensure compliance with policy and procedures & develop capability to deliver quality financial outcomes
* Provision of expert advice on financial policy/procedures to PMU, OPM, Entura and Procurement
 |

**Complexity (most challenging tasks typically undertaken)**

|  |
| --- |
| Effective contribution to collaboration across partner agencies to achieve programme outcomes within budget and quality expectations.Ensuring adequate compliance with fiduciary safeguards such as country financial procedures, procurement and contracting guidelines and reporting requirements. Ensuring obligations under contractual agreements are met and maintaining timely reporting.Providing effective technical advice on MFEM policies and procedures to Government authorities.Co-ordinating programmes across several international development partners.Blended financing requirementsSupporting government authorities and agencies in preparing financial project/programme design and formulation, in adherence with guidelines. |

###### **Person Specification**

###### Qualifications and Experience

|  |  |
| --- | --- |
| **Essential: (least qualification and/or experience to be competent)**  | **Desirable: (specific qualification and experience for job)**  |
| Relevant DegreeAt least five years experience public financial management. Excellent demonstrated knowledge and experience of financial management .Strong analytical, drafting and report writing skillsStrong communication and interpersonal skills (written and verbal)Ability to provide clear and objective advice and recommendations | Professional experience in renewable energy sectorMasters degree or specialisation in FinanceSound knowledge and understanding of the MFEM Act and the CI Financial Policies & ProceduresKnowledge of governance and development issues in the Cook Islands and the region in generalKnowledge of Cook Island MaoriExperience and knowledge of Official Development Assistance (ODA) and development effectivenessSkills working cross-culturally in the Cook Islands or Pacific region |

**Key Skills /Attributes / Job Specific Competencies**

The following levels would typically be expected for the 100% fully effective level:

|  |  |
| --- | --- |
| **Expert level** | * Financial planning and reporting
* Contract management
* Strong analytical, drafting and report writing skills
 |
| **Advanced level** | * Renewable energy development
* Ability to provide clear and objective advice and recommendations
 |
| **Working Knowledge** | * Development effectiveness
* Experience and knowledge of Official Development Assistance (ODA)
* Sound knowledge and understanding of the MFEM Act and the CI Financial Policies & Procedures
* Knowledge of governance and development issues in the Cook Islands and the region in general
 |
| **Awareness** | * Knowledge of Cook Island Maori
* Climate Change Financing
 |

APPENDIX C

Evaluation Criteria

The Evaluation Criteria has been drawn from the Statement of Requirements, Standard Conditions and Special Conditions as articulated in the RFT. In accordance with clause 24.5 of the Policy, Tenders that did not meet the Standard Conditions are deemed non‑compliant.

#### Standard Conditions

|  |  |
| --- | --- |
| Criterion | CompliesYes or No |
| 1. Tender is completed in the format contained in Appendix A & B of the RFT.
 |  |
| 1. 2. Tenders must be deposited in the required form and acknowledged electronically by the closing time as specified in Clause 3 of this RFT.
 |  |
| 1. Tenders must be sent electronically
 |  |
| 1. Proposal and related documentation must be in the English language.
 |  |
| 1. Tenderers must tender to provide the whole of the services specified in the RFT.
 |  |
| 1. All prices must be in NZ dollars
 |  |

#### Special Conditions

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

* The Special Conditions that reflect the critical elements of the project will be assigned a weight
* Weightings will reflect the relative importance of each criterion
* Scores will be based on the information provided in the submitted Tender
* Non‑price criteria will not have a value exceeding 30%.

|  |  |
| --- | --- |
| Criteria | Weight% |
| **Non-Price Criteria** |  |
| 1. Locally established company / Locally supplied resources (labour)
 | 10 |
| 1. Compliance with contract terms
 | 5 |
| 1. Relevant skills
 | 30 |
| 1. Past Performance
 | 25 |
| **Total Non-Price Elements** | **70** |
| Price | 30 |
| **TOTAL WEIGHTING** | **100** |

#### Risk

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

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

APPENDIX D

TERMS AND CONDITIONS FOR THE ENGAGEMENT OF A CONSULTANT

Her Majesty the Queen acting by and through the Government of the Cook Islands (the “Government”) agrees to engage the Consultant and the Consultant agrees to provide the Services described in the Schedule on the following conditions:

1. **Application**: These terms and conditions supersede any contrary provisions in any previous agreements between parties, written or otherwise. No right under these terms shall be deemed to be waived except by notice in writing by each party. In the event that any one or more of the provisions contained in these conditions are declared invalid by order, decree or judgment of any Court of competent jurisdiction, these conditions are to be read as if such provision had not been inserted.
2. **Services**: The Consultant shall perform the Services as described in Schedule in accordance with any requirements set out in these terms and conditions and/or in the Schedule. The time of performance of the Services is a fundamental element of these terms and conditions. The Consultant shall notify the Government in writing immediately when the Consultant becomes aware there may be a delay in the delivery of the Services. The Government is entitled to cancel these terms and conditions or change its specification (without incurring additional charges) if the Services are not supplied as specified in the Schedule. Where the Consultant has the benefit of any warranties or covenants from a third party in respect of the Services, the Consultant shall disclose and assign the benefit of the warranties and/or covenants to the Government.
3. **Skill**: The Consultant shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in rendering the Services. The Consultant will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) Government policies, applicable in respect of the supply of the Services.
4. **Independent Judgment**: Where the Services require the Consultant to certify, decide or use discretion under a contract between the Government and a third party, the Consultant must act independently, and with professional skill and judgment, and according to the terms of the contract between the Government and the third party.
5. **Delay**: If at any time the Consultant’s performance falls behind the programme set out in the Schedule then the Consultant shall notify the Government and, where the delays are due to matters within the control of the Consultant, shall take all practicable steps to remedy such delay.
6. **Variations**: The Government may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Government or any other circumstance is or may give rise to a variation the Consultant shall notify the Government as soon as practicable.
7. **Payment**: The Government shall pay the Consultant for Services the fees and expenses at the times and in the manner set out in the Schedule. The prices stated in the Schedule are fixed unless there is a written agreement stipulating the price may be varied, when it may be varied and how the price is to be determined. The price is exclusive of VAT. The Consultant is not entitled to claim expenses, surcharges, margins or disbursements except if otherwise agreed in advance and in writing by the Government.
8. **Liability**: Where the Consultant breaches these terms and conditions, the Consultant is liable to the Government for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages or losses.
9. **Contribution to Loss**: If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
10. **Indemnity**: The Consultant indemnifies the Government in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Government and any other person claiming through the Government as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of the Consultant in the performance of its obligations under these terms and conditions. This indemnity survives the termination of these terms and conditions.
11. **Insurance**: The Consultant shall take out and maintain at its own cost, at all times during the continuance of these terms and conditions, such insurances as specified in the Schedule. All such insurance shall be on such terms and with such insurers as the Government may reasonably require. The Consultant shall, if requested by the Government, provide the Government with written evidence that all insurances are in force and shall produce, whenever reasonably required by the Government, the relevant policies and evidence of payment of the current premiums. If the Consultant fails to provide such evidence the Government may, after notifying the Consultant in writing, arrange or keep in force that insurance and may, for the purpose of doing so, pay the relevant premiums and deduct a corresponding amount from any moneys payable by Government to the Consultant under these terms and conditions.
12. **Intellectual Property**: “Intellectual Property” includes copyright, designs, drawings, specifications, reports, data and documentation. All Intellectual Property arising from the provision of the Services (“New IP”) is owned by the Government and the Consultant shall co-operate with the Government (including by signing documents) to help the Government protect its rights in the New IP. To the extent that New IP incorporates or requires Intellectual Property arising outside of the provision of the Services (“Pre-existing IP”), the Consultant licences, or shall procure the licence to the Pre-existing IP for the Government on a perpetual, royalty-free basis. The Consultant warrants and represents to the Government that the New IP and the Pre-existing IP will not infringe the Intellectual Property rights of any third party.
13. **Termination**: The Government may, at its convenience, terminate all or part of the Services by 10 days’ written notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Consultant may, in the event the Government is in material default, terminate these terms and conditions by 10 days’ written notice to the Government. Any suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties. Further, the Government may terminate these terms and conditions immediately where, in the opinion of the Government, there has been serious misconduct by the Consultant. Serious misconduct includes, but is not limited to: bringing the Government into disrepute, where the Consultant, in the judgment of the Government, has engaged in corrupt or fraudulent practices in competing for or executing these terms and conditions, theft of property, offensive behaviour towards Government personnel, members of the public or contractors.
14. **Confidentiality**: The Consultant must keep confidential all information provided by the Government in relation to these terms and conditions and the provisions of the Services and not disclose the same without the written consent of the Government.
15. **Public Statements**: The Consultant must not make any public statements about the Services or these terms and conditions without the Government’s written approval.
16. **General Warranties**: The Consultant represents, warrants and undertakes that:
	1. it has full power, capacity and authority to execute, deliver and perform its obligations under these terms and conditions;
	2. it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under these terms and conditions;
	3. there are no existing agreements, undertakings or arrangements which prevent it from entering into these terms and conditions or which would impede the performance of its obligations under these terms and conditions;
	4. it has not offered any inducement in connection with the entering into or negotiation of these terms and conditions; and
	5. It has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under these terms and conditions.
17. **Conflict**: The Consultant confirms it has no knowledge of any conflict of interest in providing the Services. If any conflict arises or has the potential to arise during the supply of the Services, the Consultant shall immediately inform the Government in writing and the Government will decide on the appropriate steps to be followed in such event, which may include the right of the Government to terminate these terms and conditions with immediate effect.
18. **Assignment**: The Consultant must not assign, transfer or subcontract all or part of its rights or obligations under these terms and conditions without the prior written consent of the Government’s, such consent to be provided at the Government’s absolute discretion.
19. **Law**: These terms and conditions are governed by the laws of the Cook Islands. The parties agree to submit to the exclusive jurisdiction of the High Court of the Cook Islands.

****

**Appendix D Schedule**

**Government**: Her Majesty the Queen acting by and through the Office of the Prime Minister

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

Name:

Position:

Date:

**Consultant**: [Insert Consultant details]

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

Name:

Position:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project: Cook Islands Renewable Energy**

**Location: Office of the Prime Minister, Rarotonga, Auckland**

**Scope and Nature of the Services:** Providing specialist support to Renewables Project Management Unit to enable compliance with fiduciary responsibilities outlined in Ministry financial policies and procedures including Te Tarai Vaka Activity Management System.

***Overview of tasks (further detail listed in Appendix B):***

1. Provide management, financial and administrative support to ensure contractual requirements are met;

2. E Effective financial co-ordination between development partners, government authorities and executing/implementing agencies to achieve outcomes;

3. Provision of coaching in the use of Cook Islands and development partners financial policies and procedures and the financial management system.

***Expected Outcomes:***

1. Successfully implemented Renewables Program within budget and in compliance with financing agreements;

2. Effective financial co-ordination between development partners, government authorities and executing/implementing agencies to achieve outcomes;

3. Compliance to national and partner systems.

**Fees and Timing of Payments:**

Timesheets and an invoice shall be submitted *monthly* and signed off by the Project Manager.

**Insurance:**

The Consultant (i) shall take out and maintain at its own cost but on terms and conditions approved by the Government, personal liability insurance**,** and (ii) at the Governments request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

**Contact Person**:

Government Contact: [insert details]

Supplier Contact: [insert details]

**Special Conditions:**

1. The Government may exercise its rights under clause 13 in accordance with Government policy and in the event funding is not received by the Government from the Asian Development Bank.
2. The Consultant is responsible for all their tax liabilities arising out of the agreement.
3. For the avoidance of doubt the Consultant is not an employee of the Government or the Asian Development Bank.