**Request for Tender**

Purchase of Cargo Truck

Reference No. 151605

Date of Release: \_7th September 2015

Ministry of Internal Affairs



**Glossary and Definitions**

|  |  |
| --- | --- |
| **Term** | **Explanation** |
| RFT | Request for Tender |
| Tender Team | The team that is responsible for the management of this Tender, including the evaluation and administrative functions |
| Tender Evaluation Team (TET) | The group of people within the Tender Team that will evaluate thisTender |
| Principal | Secretary of the Ministry of Internal Affairs |
| MOIA | Ministry of Internal Affairs |
| MFEM | Ministry of Finance and Economic Management |
| Policy  | The Cook Islands Government Purchase and Sale of Goods and Services Policy |
| Designated Site | Office of the Ministry of Internal Affairs |
| Product | Cargo Truck |
| Supplier | Tenderer |

Table of Contents

[Introduction 2](#_Toc428799112)

[Summary of Requirement 2](#_Toc428799113)

[Submission of Tender 2](#_Toc428799114)

[Tender Closing Time 3](#_Toc428799115)

[Contact Officer 3](#_Toc428799116)

[Selection Process 3](#_Toc428799117)

[Notification of Acceptance 4](#_Toc428799118)

[Probity 4](#_Toc428799119)

[Statement of Requirements 4](#_Toc428799120)

[Conditions of Tendering 5](#_Toc428799121)

[Mandatory Conditions 5](#_Toc428799122)

[APPENDIX A 6](#_Toc428799123)

[Form of Tender 6](#_Toc428799124)

[Proposed Subcontractors 8](#_Toc428799125)

[Referees who may be Contacted 8](#_Toc428799126)

[APPENDIX B 10](#_Toc428799127)

[Tender Specifications 10](#_Toc428799128)

[Specifications 10](#_Toc428799129)

[Schedule of Prices 11](#_Toc428799130)

[Preliminary Delivery Programme 11](#_Toc428799131)

[APPENDIX C 12](#_Toc428799132)

[Evaluation Criteria 12](#_Toc428799133)

[Mandatory Conditions 12](#_Toc428799134)

[Special Conditions 13](#_Toc428799135)

[Risk 13](#_Toc428799136)

[APPENDIX D 14](#_Toc428799137)

[Draft Contract 14](#_Toc428799138)

## Introduction

### Summary of Requirement

Through this RFT, Ministry of Internal Affairs the Principal wishes to implement the purchase and supply of the Cargo Truck.

This RFT will identify Tenderers that are able to undertake the contract works for the purchase and supply of the Product according to the specifications and standards set out in Appendix B.

Tenderers should note the requirements relating to the lodgement and content of responses to this RFT and Appendix A are mandatory. The Principal will reject any Tender that fails to comply with one or more of these requirements.

Tenders will be evaluated according to the process set out in Appendix D for this RFT.

### Submission of Tender

Tenders shall be submitted in hard copy format in an envelope marked "CONFIDENTIAL" and have the following information clearly exhibited on the outside:

TO: The Principal

Ministry of Internal Affairs

Tupapa

Rarotonga COOK ISLANDS

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

TENDER FOR: 151605 PURCHASE OF CARGO TRUCK

TENDER CLOSES: 3.00PM, Friday 18th September 2015

Form of Tender is specified in Appendix A.

Facsimile and electronic tenders will not be accepted.

Tenders must be placed in the Tender Box and submitted in the form specified in Appendices A and B by the due date. Failure to do so will result in the tender being disqualified.

### Tender Closing Time

Tenders close at 3.00 pm on Friday 18th September 2015. The Tender Box is located at the Ministry of Internal Affairs (Finance Division).

The tenderer is responsible for ensuring that the tender is placed in the Tender Box by the closing time.

Late tenders will not be accepted.

### Contact Officer

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

**Title:** **Director of Finance**

**Address:** **Tupapa**

**Phone: 29370**
**E-mail:** **taamo.heather@cookislands.gov.ck**

**Further Information or Clarifications**

Any further information or clarification required by the Tender in relation to this RFT must be directed to the Contact Officer.

The request and responses to any such request shall be given in writing and shall be circulated by sequentially numbered notices to registered Tenderers. Where the 'Principal' considers that the competitive advantage of individual Tenderers may be compromised by the distribution of responses to the request for information and/or clarifications to all Tenderers, the 'Principal' reserves the right to issue a response only to that Tenderer. Any additional information relating to this RFT will be uploaded to **www.procurement.gov.ck** .

## Selection Process

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

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Appendix C. Failure to comply with the tender conditions will result in immediate exclusion from the evaluation process.

## Notification of Acceptance

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

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

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

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

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

## Probity

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

## Statement of Requirements

The specification of the Product to be delivered is described in Appendix B.

To enable the Product to be completed, Tenders must include provisions for the Tenderer, in the Tender

Price to:

a. Provide all technical and administrative resources required to successfully deliver the Product described in Appendix B.

b. Provide progress reports to the Principal on the purchase and delivery status of the Product.

c. Produce operating and maintenance manuals, warranties and guarantees on handover of the Product.

The Product is to be delivered within the timeframe agreed to in the final Contract.

The tenderer must tender to complete the whole of the Contract Works specified in Appendix B and according to the conditions set out in Appendix C.

## Conditions of Tendering

### Mandatory Conditions

1. Tenders must be completed in the format contained in Appendices A and B of this RFT. If offers do not comply with this format, they will not be accepted.
2. Tenders must be deposited in the required form in the Tender Box by the closing time as specified in this RFT.
3. All proposals and related documentation in respect of this RFT must be in the English language.
4. Tenderers must tender to provide services or supply materials for the whole of the contract works as specified in the tender Specifications.
5. Tenders must be presented in hard copy format only and delivered in a sealed envelope to the location specified in this RFT. Telefax and electronic proposals will not be accepted.
6. All prices quoted must be inclusive of freight landed in Rarotonga.
7. In order for any foreign entity to carry on business in the Cook Islands an application for approval must be sought from the Business Trade and Investment Board. It is the responsibility of the tenderer to obtain appropriate approval. Any fees associated with the registration are to be covered by the Tenderer.

APPENDIX A

Form of Tender

**[Insert the address to which
responses to this RFT must
be directed]**

Having examined the Tender Documents in relation to Tender Reference No. 151605 and dated \_\_/\_\_/201 , released by the Ministry of Internal Affairs, we submit the following offer.

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

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

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

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

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

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

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

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

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

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

Proposed Subcontractors

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

Referees who may be Contacted

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

APPENDIX B

Tender Specifications

Specifications

Product Requirements

 Overview

Ministry of Internal Affairs ('the Principal') desires for the Purchase and Supply of a brand new Product (Cargo truck) that in general will:

1. Be durable and built for environmental conditions such as that in Rarotonga, Cook Islands;

2. Be an economical solution - fuel efficiency;

3. Be supported by reliable and accessible parts, preferably ex-NZ & Australia; and

4. Be user friendly and supported by maintenance and service manuals, warranties and guarantees.

B1.2 Specific Requirements

The mandatory (or minimum) requirement for the Product (Cargo truck) is provided below in Table

1. Tenderers must ensure that their tendered fixed-price adequately covers the requirements.

**Table 1: Mandatory Requirements**

|  |  |
| --- | --- |
| 1. Condition | Brand new. Never used |
| 2. Type | Cargo Truck |
| 3. Capability | Up to 3.0 Tonne |
| 4. Transmission  | Manual |
| 5. Fuel | Diesel |
| 6. Mileage | 0 km |
| 7. Trayand maintenance | Low Flat Deckmanual is to be supplied with a tender response.  |
|  | Factory wooden rear drop side tray |
|  8. Accessories  | Front bull bar Rear tow bar Rear trailerFull set of extra new tyres |
| 9. Delivery | Cost, Insurance & Freight to Rarotonga, Cook Islands within 3-4 months |
| 10. Registration & Warranty | Supplier to register and warrant the vehicle to the Cook Islands Government once it lands on Rarotonga, Cook Islands.operators. |

Schedule of Prices

|  |  |
| --- | --- |
| **Item** | **Amount Exclusive of VAT (NZD)** |
| Purchase and Supply of Product (Cargo truck) - CIF Rarotonga | $ |
| Registration and Warranty of vehicle (Cargo truck) | $ |
| Insurance and Freight  | $ |
| **Amount** | **$** |
| **VAT 15%** | **$** |
| **Total Price** | **$** |

Preliminary Delivery Programme

To deliver the product within 3-4 months to Ministry of Internal Affairs, Tupapa, Rarotonga, Cook Islands.

|  |  |  |  |
| --- | --- | --- | --- |
| **Output** | **Duration** | **Proposed Start Date** | **Proposed Completion Date** |
| Contract signed |  |  | N/A |
| Purchase & Supply of Cargo truck, CIF to Rarotonga. |  |  |  |
| Submission of operations &maintenance manuals, and any applicable warranties or guarantees. |  |  |  |

APPENDIX C

Evaluation Criteria

In accordance with clause 24.5 of the Policy, Tenders that did not meet the Mandatory Conditions are deemed non‑compliant.

Mandatory Conditions

|  |  |
| --- | --- |
| Criterion | CompliesYes or No |
| 1. Tender is completed in the format contained in Appendices A and B of the RFT.
 |  |
| 1. Tenders must be deposited in the required form in the Tender Box by the closing time specified in the RFT
 |  |
| 1. Proposal and related documentation must be in the English language.
 |  |
| 1. Tenderers 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 NZ dollars and inclusive of freight landed in Rarotonga.
 |  |

Special Conditions

A Weighted Criteria methodology will apply to the evaluation of this RFT as follows:

|  |  |
| --- | --- |
| Criteria | Weight% |
| **Non-Price Criteria** |  |
| 1. Locally established company Locally supplied resources (labour and/or materials)
 | 5 |
| 1. Compliance with contract terms
 | 25 |
| 1. Past Performance
 | 5 |
| 1. Implementation – can deliver the product within reasonable timeframe (3-4 months)
 | 5 |
| **Total Non-Price Elements** | **40** |
| Price | 60 |
| **TOTAL WEIGHTING** | **100** |

Risk

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

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

APPENDIX D

Draft Contract

****

**PURCHASE ORDER**

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

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

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

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

Name:

Position:

Date:

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

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

**Delivery**: [insert details of where product should be delivered to and when]

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

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

**Contact Person**:

Government Contact: [insert details]

Supplier Contact: [insert details]

**Additional Terms**: [insert any special requirements that are not already covered in this Purchase Order or the agreement terms. These may include details of inspection requirements, standards which need to be complied with, whether product can be used or must be new or any other terms that you may require. Please do not hesitate to contact Crown Law with assistance as to whether further terms are required and how they should be worded.]

**TERMS AND CONDITIONS FOR SUPPLY OF PRODUCT**

The Supplier agrees to supply the Product categorised above and more specifically described and detailed in the Purchase Order issued by the Government of the Cook Islands (the “Government”) on the following terms and conditions:

**1. APPLICATION**

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

**2. PRICES**

2.1. The prices stated on the Government’s Purchase Order are fixed, unless there is a written agreement stipulating the price may be varied, when it may be varied and how the price is to be determined.

2.2. The price includes freight, insurance, packaging, crating, local cartage, customs duty and/or any other services in the delivery of the Product.

2.3. The price is exclusive of VAT.

2.4. The Supplier is not entitled to claim expenses, surcharges or margins or disbursements except if otherwise agreed in advance and in writing by the Government.

**3. SUPPLY AND DELIVERY**

3.1. The time of supply and delivery of the Product is a fundamental element of these terms and conditions.

3.2. The Product shall be delivered and rendered in a prompt and timely manner on or within the delivery dates specified in the Purchase Order. All Product must be delivered within the Government business hours (normal business hours are 8:00 am to 4:00 pm, Monday to Friday), unless otherwise specified in the Purchase Order.

3.3. The Supplier shall notify the Government in writing immediately when the Supplier becomes aware there may be a delay in the delivery of Product to the Government.

3.4. The Government is entitled to cancel the Purchase Order or change its specification (without incurring additional charges) if the Product is not supplied on the supply dates or times specified in the Purchase Order.

3.5. All Product must be supplied to the address specified in the Purchase Order. The Supplier shall make itself aware of any special requirements when supplying the Product to Government property.

3.6. When Product is delivered to the Government it shall be accompanied by a delivery docket that records the Purchase Order number, the description, quantity with the applicable units of measure, unit rates and dollar values of the Product delivered. The delivery docket must be signed for and retained by a Government officer.

3.7. All Product shall be packaged in a manner to prevent damage or deterioration when being delivered to the Government.

3.8. The Government may use other suppliers for the supply of Product, or product of the same nature as the Product, at any time.

**4. IDENTIFICATION**

4.1. The Purchase Order number must be shown on all packages, invoices and correspondence relating to the Product. Product supplied against an invalid Purchase Order or without a Purchase Order, will be returned to the Supplier at the Supplier's expense including the cost of packaging, transportation, insurance and handling of the Product.

4.2. Where applicable, the Supplier grants the Government access to the Supplier’s premises, facilities and staff concerning the delivery and identification of the Product. The Government shall have the right to audit and inspect the Supplier’s records concerning delivery of the Product. These rights are for both the Government and any other party that has the use or benefit of the Product.

**5. QUALITY, INSPECTION AND ACCEPTANCE**

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

5.1. All Product shall be in accordance with any requirements set out in these terms and conditions and/or in the Purchase Order and shall be free from defects in workmanship, materials and design. These obligations survive acceptance of the Product and payment.

5.2. The Supplier shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in providing the Product.

5.3. The Supplier will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) Government policies, applicable in respect of the supply of the Product.

5.4. Where the Supplier has the benefit of any warranties or covenants from a third party in respect of the Product, the Supplier shall disclose and assign the benefit of the warranties and/or covenants to the Government.

5.5. The Product, its material and workmanship, shall be subject to inspection and testing at all reasonable times and places by the Government (or those parties to whom the Government supplies the Product) before, during or after delivery.

5.6. If inspection and testing is to be conducted on the premises of the Supplier or the Supplier’s sub-contractors, the Supplier shall provide (without additional charge) all reasonable facilities and assistance for the safe and convenient inspection and testing required by the Government's inspectors in the performance of their duty.

5.7. The Supplier acknowledges that the signing of a delivery note or similar on behalf of the Government does not constitute acceptance of any Product. The Government may reject any Product, even after they have been accepted, that: (a) are not of merchantable quality; (b) are not fit for purpose as stipulated in the Purchase Order; (c) are in an unsatisfactory condition or not functioning in the way they are designed to

function; or (d) do not otherwise meet the requirements (including requirements relating to delivery) of these terms and conditions, ("Rejected Product").

5.8. For any Rejected Product the Supplier will, within ten (10) business days of receiving notice of Government's rejection of the Rejected Product, at the Government's sole and absolute discretion and at the Supplier's sole risk and expense: (a) repair the Rejected Product; (b) replace the Rejected Product; (c) remove the Rejected Product for full credit or reimbursement; and in the case of clause 6.8(c), reimburse/credit the Government in full for any amounts paid by the Government in respect of the Rejected Product.

5.9. Title to the Rejected Product will pass back to the Supplier on the earlier of the replacement of the Rejected Product, repair of the Rejected Product or, refund or credit of any amounts paid by the Government as specified in clause 6.8(c).

5.10. Clauses 5.7 and 5.8 do not limit or negate any other rights or remedies that the Government may have under these terms and conditions or at law.

5.11. The Government’s failure to inspect does not relieve the Supplier of any responsibility to perform its obligations according to these terms and conditions.

**6. OWNERSHIP AND RISK**

6.1. Subject to clauses 5.7 and 5.8:

a. title in the Product passes to the Government when the Product is delivered to the Government or when the Government completes payment for the Product, whichever is the earlier date;

b. the Product remains at the Supplier’s risk until the Product is delivered to the Government.

6.2. Where the Product is delivered to the Government to be installed and/or commissioned, the Product remains at the Supplier’s risk until the completion of installation and commissioning.

**7. PAYMENT**

7.1. The Supplier shall provide to the Government’s Contact Person, within five (5) business days of the end of the month following delivery of the Product, a VAT tax invoice for each delivery of the Product, stating Purchase Order number, date of delivery and full description of the Product and quantity delivered. Invoices received without all of these details will be returned to the Supplier, unpaid.

7.2. If monthly charges are applicable, the Supplier shall supply to the Contact Person specified in the Purchase Order a monthly statement of that month’s deliveries not later than the tenth business day of the month following delivery.

7.3. Invoices and statements are to be addressed to the address specified in the Purchase Order.

7.4. Subject to clause 5, payment for Product delivered, once approved, will be effected on the first Wednesday on or after the 20th of the month following the date of the Supplier’s VAT tax invoice or receipt of the delivery of the Product, whichever is the later.

7.5. Any invoices provided by the Supplier which have not met the requirements of this Payment clause will not be affected.

7.6. Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).

**8. CONFLICT**

8.1. The Supplier confirms it has no knowledge of any conflict of interest in providing the Product.

8.2. If any conflict arises or has the potential to arise during the supply of the Product, the Supplier shall immediately inform the Government in writing and the Government will decide on the appropriate steps to be followed in such event, which may include the right of the Government to terminate the Purchase Order with immediate effect.

**9. ASSIGNMENT**

The Supplier shall not assign or sub-contract any rights or obligations applicable under these terms and conditions without the prior written consent of the Government given in its discretion.

**10. NOTICES**

10.1. All correspondence shall include the Purchase Order number and addressed to the Government’s Contact Person named on the Purchase Order form.

10.2. All correspondence shall be in writing sent by email, mail with postage prepaid or by hand delivery to the address for notices as set out above or such other address as a party has notified in writing.

10.3. Subject to clause 10.4, notice given in person is deemed to be served upon delivery or by post three (3) business days after the date of posting. Any notice served on a non-business day is deemed to have been served on the first business day after that day. Any notice by email shall be deemed to be received on the first business day after such email has reached the receiver’s designated information system for receiving emails or, in all other situations, when the email comes to the receiver’s attention.

10.4. The Government shall only be deemed to have received delivery of a notice upon the Government acknowledging in writing receipt of the notice.

**11. INDEMNITY**

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

**12. REMEDIES**

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

**13. INSURANCES**

13.1. The Supplier shall take out and maintain at its own cost, at all times during the continuance of these terms and conditions, such insurances as specified in the Purchase Order. All such insurance shall be on such terms and with such insurers as the Government may reasonably require.

13.2. The Supplier shall, if requested by the Government, provide the Government with written evidence that all insurances are in force and shall produce, whenever reasonably required by the Government, the relevant policies and evidence of payment of the current premiums. If the Supplier fails to provide such evidence the Government may, after notifying the Supplier in writing, arrange or keep in force that insurance and may, for the purpose of doing so, pay the relevant premiums and deduct a corresponding amount from any moneys payable by Government to the Supplier under these terms and conditions.

**14. LAW**

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

**15. TERMINATION FOR CONVENIENCE**

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

**16. GENERAL WARRANTIES**

The Supplier represents, warrants and undertakes that:

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

16.2. it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under these terms and conditions or any Purchase Order;

16.3. there are no existing agreements, undertakings or arrangements which prevent it from entering into these terms and conditions or which would impede the performance of its obligations under these terms and conditions or any Purchase Order;

16.4. it has not offered any inducement in connection with the entering into or negotiation of these terms and conditions or any Purchase Order and;

16.5. it has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under these terms and conditions or any Purchase Order.