Request for Tender

# Governance and Management for the Generation and Supply of electricity in the Cook Islands

Reference No. 151616

Date of Release: October 2015

OFFICE OF THE PRIME MINISTER

OFFICE OF THE ENERGY COMMISSIONER



## 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 |
| OEC | Office of the Energy Commissioner |
| MFEM | Ministry of Finance and Economic Development |
| OPM | Office of the Prime Minister |

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## Introduction

### 1. Summary of Requirement

The Office of the Energy Commissioner is the regulatory arm of government for the Energy Sector and needs to achieve governments renewable energy target of 50% of its islands to utilise renewable electricity by 2015 and 100% by 2020. This RFT is for technical support to look into governance, good management and sustainability of the system for the electricity sector in the Cook Islands.

### 2. Submission of Tender/Offer

Tenders will only be accepted in hard copy.

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

Office of the Energy Commissioner

Governance and Management for the Generation and Supply of Electricity in the Cook Islands

Reference No. 151616

Tenders must be placed in the tender box and submitted in the form specified in Appendix A and B by the due date. Failure to do so will result in the tender being disqualified. The tender box will be sealed on time.

**NOTE:** Electronic and telefax tenders will not be accepted.

### 3. Tender/Offer Closing Time

Tenders close at **4.00pm on Monday 14th December 2015 (Cook Island time)**. The Tender Box is located at the Renewable Energy Development Office (REDD), Office of the Prime Minister, Avarua, Rarotonga, Cook Islands, and tenders should be addressed to:

*Office of the Energy Commissioner*

*Elizabeth Wright-Koteka*

*Energy Commissioner*

*Avarua*

*Rarotonga, Cook Islands*

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

**Late tenders will not be accepted.**

### 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](mailto:tangi.tereapii@cookislands.gov.ck)

### 5. Selection Process

All tenders received by 4pm on Monday 14th December 2015 (Cook Island time) will be considered. Tenders submitted in the form specified in Appendix A and B to this RFT will then proceed to the evaluation stage.

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described 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 (25) 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 carry out due diligence check and 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 be contracted for 4 months from January to April 2016;

2. The services contract is *up to* $85,000 NZD for the duration of the contract. Bidders are expected to stipulate costs for this proposal. CIG will cover office space and documents required.

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 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. Tender must be presented in hard copy format only. Electronic and telefax tenders will not be accepted.
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

**Elizabeth Wright-Koteka**

**Energy Commissioner**

**PO Box 120, Avarua**

**Rarotonga, Cook Islands**

Having examined the Tender Documents in relation to Tender Reference No. \_\_\_\_\_\_\_\_ and dated \_\_/\_\_/2015, released by OEC, 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.:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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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 package in NZD (plus VAT of 15%) and outline any other expenses you would expect to claim during the course of the contract (until April 2016).

|  |  |  |  |
| --- | --- | --- | --- |
| **Rate per unit** | | **NZD** | **15% VAT** |
| **Overall Contract Value**  Assumes a January 2016 start date and April 2016 end date. | |  |  |
| **Additional claimable expenses expected** | |  |  |
|  |  | | |

APPENDIX B

Tender Specifications -

**Terms of Reference for Contractor to provide recommendations on the Governance and Management for the generation and supply of electricity in the Cook Islands**

**About this document**

This document specifies the Terms of Reference for assessing and identifying the options for governance and management for the generation and supply of electricity in the Cook Islands with a focus on sustainability in the long term.

**Goals and Outcomes**

To ensure sustainability of the long term electricity generation and supply in the Pa Enua (Outer Islands), the Cook Islands Government is looking to engage the services of a person or company (supplier) to fully assess and identify the most viable and appropriate governance and management structure for the generation and supply of electricity in the Cook Islands.

In doing so, the supplier will assess the existing governance and management structures based on information available. The supplier will need to provide further options for the potential governance and management options (some of which have already been identified), with focus on the sustainability of electricity generation and supply including:

• Cost to consumer;

• Shift of costs from operational to replacement costs;

• Management structure and lines of accountability;

• Overall financial impact on all actors involved in proposed governance and management options.

**Outputs**

| **No.** | **Output** | **Inputs/tasks** | **Due date** |
| --- | --- | --- | --- |
| 1 | Draft assignment implementation plan | Describe, map and cost the processes for the achievement of the assignment. | 31 January 2016 |
| 2 | Operating cost analysis | Provide a detailed cost analysis of electricity generation and supply in the Pa Enua, particularly the northern Cook Islands and an analysis of the capacity of these island governments to retain control of electricity generation and supply. This may include sub-grouping of islands to better management capacity and resourcing shortcomings.  Provide a detailed cost analysis of the centralisation of electricity generation and supply.  Complete a draft report on findings. | February – March 2016 |
| 3 | New governance structure | Consult with key stakeholders including TAU (power utility in Rarotonga) on potential governance and management structures.  Undertake a legislative review of the current management structures.  Identify the most efficient and effective management model for Pa Enua electricity generation and supply, and the legislative requirements to effect this.  Define and price the preferred governance and management arrangements.  Complete a risk assessment of the proposed management arrangements. | March - April 2016 |
| 4 | Change road map | Prepare and price the road map milestones to effect the changes required to achieve the preferred governance and management arrangements.  Complete the final report on all findings. | April 2016 |

**Methodology**

It is expected that the successful supplier will have representatives in Rarotonga throughout the assignment. The supplier will be co-hosted by The Office of the Energy Commissioner and the Renewable Energy Development Division of the Office of the Prime Minister.

It is expected that the detailed methodology should be covered in the delivery of Output 1. However, an outline of proposed methodology should be included in the proposal by the supplier in response to this Terms of Reference.

All existing documentation will be made available to the supplier during the tenure of the assignment by the Office of the Energy Commissioner and the Renewable Energy Development Division of the Office of the Prime Minister.

**Available documentation includes:**

* The Cook Islands Renewable Energy Chart (CIREC) and Implementation Plan, noting that the CIREC is currently under review;
* Previous analysis of governance and management options;
* Electricity generation data;
* Project documents.

Some of these documents are currently available at www.mfem.gov.ck.

**Expected Competencies**

It is expected that the supplier will have the following key competencies:

* Comprehensive understanding of the energy sector and in particular the technicalities of the generation and supply of electricity;
* Competency in economic and/or commercial analysis;
* Proven familiarity with the generation and supply of electricity to small communities, including the appreciation of the logistical challenges of working in isolated communities.
* Experience of governance structures in the energy sector.

**Background**

**Brief recent history of the electricity generation in the Cook Islands**

The Cook Islands Government has a goal to achieve 100% electricity generation from renewable resources by 2020. In its efforts to achieve this target, six islands in the northern group have been transformed from diesel based generation to photovoltaic electricity generation with four islands in the southern group scheduled for similar transformation over the next two years. Due to these changes in the pa enua electricity generation and supply, Government desires to have adequate information in order to make informed decisions related to the governance and management of electricity in the Cook Islands.

The existing operating model established for diesel has individual island governments manage and maintain electricity generation and supply. This includes the setting of tariffs and collection of revenues. Capital replacement costs have rested with the central Government (the Crown).

The island governments in managing electricity generation and supply of diesel based systems have faced challenges including operational capacity and technical know-how, deficiencies in tariff setting and collection, and shortcomings in ensuring sustainability of systems. These challenges, along with the shift towards capital replacement costs, may increase the financial risk to the Crown for the lifecycle of the renewable systems.

It is in this context that this assignment eventuated.

**Governance and management of assignment**

The supplier will be contracted by and report directly to the Energy Commissioner. The Energy Commissioner will approve all payments and confirm the completion of each output.

The Office of the Energy Commissioner and the Renewable Energy Development Division of the Office of the Prime Minister will host the Supplier and provide office space for the supplier to complete the assignment.

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 | Complies Yes or No |
| 1. Tender is completed in the format contained in Appendix A & B of the RFT. |  |
| 1. Tenders must be deposited in the tender box as specified in Clause 3 of this RFT. |  |
| 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. Tenders must be presented in hard copy format only |  |
| 1. All prices must be in NZ dollars and be within the specified budget of the project ($85,000 maximum) |  |

#### 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

|  |  |
| --- | --- |
| Criteria | Weight % |
| **Non-Price Criteria** |  |
| 1. Locally established company | 10 |
| 1. Compliance with contract terms | 10 |
| 1. Relevant skills | 30 |
| 1. Past Performance | 25 |
| **Total Non-Price Elements** | **75** |
| Price | 25 |
| **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.

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**Appendix D Schedule**

**Government**: Her Majesty the Queen acting by and through the Office of the Energy Commissioner

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

Name:

Position:

Date:

**Consultant**: [Insert Consultant details]

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

Name:

Position:

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

**Project: Governance and Management for the Generation and Supply of Electricity in the Cook Islands**

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

**Scope and Nature of the Services:** The supplier will assess the existing governance and management structures based on information available. The supplier will need to provide further options for the potential governance and management options (some of which have already been identified), with focus on the sustainability of electricity generation and supply including:

• Cost to consumer;

• Shift of costs from operational to replacement costs;

• Management structure and lines of accountability;

• Overall financial impact on all actors involved in proposed governance and management options.

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

| **No.** | **Output** | **Inputs/tasks** | **Due date** |
| --- | --- | --- | --- |
| 1 | Draft assignment implementation plan | Describe, map and cost the processes for the achievement of the assignment. | 31 January 2016 |
| 2 | Operating cost analysis | Provide a detailed cost analysis of electricity generation and supply in the Pa Enua, particularly the northern Cook Islands and an analysis of the capacity of these island governments to retain control of electricity generation and supply. This may include sub-grouping of islands to better management capacity and resourcing shortcomings.  Provide a detailed cost analysis of the centralisation of electricity generation and supply.  Complete a draft report on findings. | February – March 2016 |
| 3 | New governance structure | Consult with key stakeholders including TAU (power utility in Rarotonga) on potential governance and management structures.  Undertake a legislative review of the current management structures.  Identify the most efficient and effective management model for Pa Enua electricity generation and supply, and the legislative requirements to effect this.  Define and price the preferred governance and management arrangements.  Complete a risk assessment of the proposed management arrangements. | March - April 2016 |
| 4 | Change road map | Prepare and price the road map milestones to effect the changes required to achieve the preferred governance and management arrangements.  Complete the final report on all findings. | April 2016 |

**Fees and Timing of Payments:**

Payments signed off by the Energy Commissioner.

**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 available.
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 of Cook Islands.