Request for Tender

IT Upgrade – Software

Supply, Installation, Implementation and Training

Reference No. 151639

Date of Release: 11 March 2016

Te Aponga Uira O Tumu Te Varovaro (TAU)

All queries regarding this Request for Tender should be directed to:

Contact Officer

[LizTommy@electricity.gov.ck](mailto:LizTommy@electricity.gov.ck)

TENDER CLOSING TIME: 12 noon (CI Time)

Monday 11 April 2016



Glossary and Definitions

|  |  |
| --- | --- |
| Term | Explanation |
| Evaluation Committee | The group of people within the Tender Management Team that will evaluate this Tender |
| GoCI | Government of the Cook Islands |
| MFEM | Ministry of Finance and Economic Management |
| Manual | The Cook Islands Government Financial Policies and Procedures manual |
| Product | Software requirement of the IT upgrade |
| RFT | Request for Tender |
| Services | Activities and tasks necessary to complete the successful implementation of the product and provide ongoing maintenance and support services |
| SOE | State Owned Enterprise |
| Tender Management Team | The team that is responsible for the management of this Tender, including the evaluation and administrative functions |
| TAU | Te Aponga Uira O Tumu Te Varovaro |
| SCADA | Supervisory Control and Data Acquisition |

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# Introduction

## Summary of Requirement

Through this RFT, Te Aponga Uira O Tumu Te Varovaro (the ‘Principal’) wishes to implement an upgrade of its computer systems (the ‘Product’).

This RFT will identify Tenderers that are able to undertake the contract works to deliver the Product according to the specification set out in Appendix B.

Tenderers should note that the requirements relating to lodgement and content of responses to this RFT as set out in Clauses 1.2 to 1.3 and Appendix A are mandatory. The Principal will set aside any Tender that fails to comply with one or more of these requirements.

Tenderers should ensure they are registered and have downloaded or received all files for this RFT including all issued notices.

Tenders are invited from organisations willing to deliver the Product on a fixed price basis.

Tenders will be evaluated according to the requirements set out in this RFT.

## Submission of Tender

Tenders shall be submitted either in hardcopy or electronically:

* **Hard copy** - three bound copies and soft copy (in PDF format on memory stick or CD).

Tenders must be placed in a sealed envelope which must be labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside:

TO:

Procurement of Computer Software RFT No. 151639

Te Aponga Uira

PO Box 112

Avarua

Cook Islands

FROM:

(Name of Tenderer)

(Tenderers address 1)

(Tenderers address 2)

(Tenderers address 3)

TENDER FOR: IT Upgrade 151639

TENDER CLOSES: 12 noon, Monday 11 April 2016

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

**OR**

* **Electronic -** By emailing the tender bid as a PDF file to tenders@cookislands.gov.ckwith the subject line “Procurement of Computer Software 151639”. Tenders must be received to the inbox of [tenders@cookislands.gov.ck](mailto:tenders@cookislands.gov.ck) 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 receipt time on the inbox will be used as the receipt time for the purposes of ensuring a tender is within the time limits.

**NOTE:** Telefax tenders will not be accepted.

## Tender Closing Time

Tenders close at 12 noon on Monday 11 April 2016 (Cook Islands Time).

The Tender Box is located at Te Aponga Uira O Tumu Te Varovaro (TAU), Tutakimoa, Avarua, Rarotonga, Cook Islands and or submitted electronically to the email address detailed above.

However, TAU will not be responsible or liable in any way for any failure to place the tender in the Tender Box by the closing time.

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.

## Further Information or Clarification

Negotiations will not be permitted between the Tender Management 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 circulated by sequentially numbered notices to registered Tenderers. Where the Principal considers that the competitive advantage of individual Tenderers may be compromised by distribution of responses to requests for information and/or clarification to all Tenderers, the Principal reserves the right to issue a response only to that Tenderer.

All clarification, enquiry responses and notices will become part of this RFT.

The Contact Officer may respond to enquiries received before the enquiry cut-off time (see Table 1 below) and may not respond to enquiries received after the specified enquiry cut-off time.

Any additional information relating to this RFT will be uploaded to [www.procurement.gov.ck](http://www.procurement.gov.ck) and [www.teaponga.com](http://www.teaponga.com)

## Contact Officer

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

**Name of Person:** Elizabeth Tommy  
**Organisation:** Te Aponga Uira O Tumu Te Varovaro  
**Address:** PO Box 112, Rarotonga, COOK ISLANDS  
**E-mail:** [LizTommy@electricity.co.ck](mailto:liztommy@electricity.co.ck)

**Phone:** +682 20 054

# Selection Process

## Evaluation

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

Initial 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.

The outcome of the initial evaluation stage will be a shortlist of Tenderers who will then be invited to participate in a detailed investigation phase. Depending on the quality and appropriateness of tenders received, it is anticipated that the number of shortlisted Tenderers will be a maximum of five (5).

The detailed investigation phase will involve a demonstration on-site in Rarotonga of the Product (including presentation on related services) on offer from the shortlisted Tenderers. All costs associated with the demonstration will be at the expense of the shortlisted Tenderer. A maximum of one day will be accorded to each Tenderer for demonstrating their Product. Tenderers are expected to confirm their availability to provide a demonstration in Appendix A.

During each demonstration day, time will also be set aside for discussion with each shortlisted Tenderer to ensure the Principal has a complete and clear understanding of the Tenderer’s offering. Similarly it will be an opportunity for the shortlisted Tenderers to further understand the Principal’s requirements. Discussion will also occur regarding contractual arrangements.

Following the detailed investigation phase, a further and final detailed evaluation process will be carried out by the Principal which will identify a preferred Tenderer.

## Notification of Acceptance

Tenders shall remain open for acceptance and shall not be withdrawn for a period of ninety (90) working days from the Closing Date of the tender.

Tenderers who do not make the shortlist shall be notified in writing by the Principal or their representative within ten (10) working days of the successful shortlisted Tenderers being notified.

Shortlisted Tenderers shall be notified in writing by the Principal and invited to demonstrate their product/s and services. Each shortlisted Tenderer shall confirm in writing within two (2) working days of shortlisted notification that they wish to continue participating in the evaluation process including travelling to Rarotonga to perform a demonstration. Failure to provide confirmation may result in removal from the shortlist and at the Principal’s discretion, the inclusion of another Tenderer.

If no tender is accepted for shortlisting 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 Management Team reserves the right to contact and/or visit nominated reference sites regarding the performance of the Tenderer as it may pertain to this RFT. The Principal may also seek information on any issue from sources other than the nominated reference sites.

The Principal shall not be bound to shortlist 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 C. 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.

Following the final detailed evaluation and the identification of a preferred Tenderer, the Principal will invite the Tenderer to enter into contractual negotiations. Only when the parties have agreed to the terms of a contract and executed the contract will the Principal issue to the successful Tenderer a Letter of Acceptance. The Principal’s favoured Contract Principles are detailed in Appendix C.

Following the identification of a preferred Tenderer, the other shortlisted Tenderers will be notified that they are not preferred but still remain shortlisted. Should a contract fail to be negotiated with the preferred Tenderer, the Principal may terminate or suspend negotiations and may commence negotiations with the next preferred Tenderer.

Should the Principal advise a Tenderer that it is the shortlisted or preferred Tenderer, such advice does not:

* Constitute an acceptance by the Principal or create a contract;
* Constitute an award of the contract to that Tenderer; or
* Imply or create an obligation on the Principal to enter into or continue negotiations with the Tenderer or award the contract to the Tenderer; and
* Prevent the Principal from discontinuing negotiations at any time.

Once a Letter of Acceptance has been issued, the remaining shortlisted Tenderers will be notified that they have been unsuccessful.

Tenderers will not be entitled to see the evaluation documents. However, provision for appeal and request for further information leading to the cause of the decision will be provided. Complaints may be lodged under section 41-43 of the Purchase and Sale of Goods and Services Policy 2014.

# 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 Management Team members and Evaluation Committee members;
* The Chief Executive Officer and TAU Board of Directors; or
* Any other member or organisation that may have an involvement with any aspect of the tender process.

# Confidentiality

All information supplied to tenderers is confidential and is provided to give Tenderers an adequate understanding of the Principal’s requirements. Under no circumstances shall information be disclosed to any outside party other than is reasonably required to provide a tender.

If a Tenderer considers part or all of their tender to be proprietary or confidential, they should indicate accordingly in their tender.

The Principal will use all reasonable endeavours to keep tenders received confidential. However the Principal is subject to the Cook Islands Official Information Act 2008 and the Official Information Amendment Act 2009. Information provided by Tenderers may be required to be disclosed under these acts.

# Statement of Requirements

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

To enable the Product to be successfully implemented, Tenders must include provisions for the Tenderer, in the Tender Price to:

1. Produce a detailed implementation project plan for consideration and approval.
2. Provide all technical and administrative resources required to successfully implement the product according to the specification in Appendix B.
3. Arrange and pay all costs, whether direct or indirect, in respect of travel, accommodation, transport, communications, meals, daily allowances, wages and/or salaries for the Tenderer and Tenderer’s employees, agents and/or subcontractors.
4. Provide weekly progress reports to the Principal on work completed and work yet to be completed.
5. Produce documentation detailing the implemented Product along with all other relevant product documentation.

Tenderers are permitted to tender on any one or all components of this tender, but must be for the whole requirements of that component as specified in Appendix B.

# Conditions of Tendering

## Standard Conditions

1. Tenders must be completed in the format contained in Appendix A and B of this RFT. If Tenders 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 Clause 1.3 of this RFT.
3. All proposals and related documentation in respect of this RFT must be in the English language.
4. Tenderers are permitted to tender on any one or all components of this tender, but must be for the whole requirements of that component as specified in Appendix B.
5. Tenders must be presented in hard copy and/or electronic format as specified in this RFT. Telefax proposals will not be accepted.
6. In order for foreign companies to carry out business in the Cook Islands, an application for, and approval, must be sought from the Business Trade and Investment Board (BTIB). Any fees associated with the registration are to be covered by the Tenderer. Tenderers should inform themselves of the registration process and confirm in their tenders that they are willing to register once a Letter of Acceptance is issued. Information can be found at [www.btib.gov.ck](http://www.btib.gov.ck).
7. All prices must be in NZ dollars and inclusive of freight landed in Rarotonga.
8. The Principal reserves the right to:
   1. Vary this RFT. Any such variation once notified by way of written amendment notice, will become part of this RFT.
   2. Not to proceed to initial evaluation of tenders, detailed investigation of shortlisted Tenderers or with negotiation with any Tenderer.
   3. Reject all Tenders and not proceed further with the RFT process contemplated by this RFT document.
   4. Enter into discussions and/or negotiations with any one or more Tenderers relating to matters dealt with in this RFT.
   5. Invite selected Tenderers to participate in a subsequent closed tender.
   6. Proceed with this RFT, another RFT or tender process or negotiations on the basis of an amended specification including innovations proposed to the Principal through this RFT process.
   7. Waive any irregularities or informalities in this RFT process.
   8. Amend the closing date for submission of tenders or any other date referred to or implied in this RFT.
   9. In whole or in part, to suspend or cancel this RFT process and/or the overall process.
   10. Further advertise or re-advertise the RFT.

## Special Conditions

### Registration of Tenderers

Prospective Tenderers must register their interest to participate in this RFP process by emailing the Contact Officer who will acknowledge receipt of the registration. Only registered Tenderers will receive notices directly as and when they are issued.

The principal reserves the right to extend the list of registered Tenderers beyond those who registered an interest during the expression of interest period.

### Legal Obligations

Other than the warranties and representations of the Tenderer in its Tender submission or implied by the submission of its Tender as set out in this RFT document, no contract or other legal obligations shall arise between the Principal and any Tenderer out of or in relation to this RFT process.

The Principal and its agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any Tenderer or other person in respect of this RFT process.

This RFT process is governed by Cook Islands law. The Cook Islands court has non-exclusive jurisdiction as to all matters relating to this RFT process.

### No Principal Warranties or Representations

The information provided in the RFT document is offered for guidance and whilst care has been taken, neither the Principal nor its advisors warrant the accuracy or completeness of the information. The information may also be subject to change.

The Principal makes no representations and gives no warranties other than as set out in the RFT document.

### Information Supplied by Tender

The Principal may ask Tenderers to provide additional information during the tender evaluation processes. The Tenderer must supply that information in the form specified and within the time stated in the Principal’s request.

Tenderers can provide additional documents/information to support their responses.

The Principal reserves the right to require further clarification on any information or pricing supplied with any tender.

By submitting a Tender the Tenderer warrants and represents to the Principal that:

1. All information provided by the Tenderer is complete and accurate in all material respects.
2. The provision of information to the Principal, and the use of it by the Principal for the evaluation of the Tender and for the negotiation of any contractual agreement, will not breach any third party intellectual property rights.

### Retention of Tenders

Tenders and supporting documentation submitted as part of this RFT process shall be retained by the Principal.

APPENDICES

APPENDIX A

Form of Tender

**To:** Chief Executive Officer

Te Aponga Uira O Tumu Te Varovaro

PO Box 112

Avarua

Rarotonga

**Tender for:** IT Upgrade 151639

Specific area of tender (please indicate 1 and/or all):

|  |  |  |
| --- | --- | --- |
|  | **Tender Area** | **Name of Product** |
| 1 | Accounting Software |  |
| 2 | Payroll Software |  |
| 3 | Billings Software |  |
| 4 | Customer Service Software |  |

**Contractor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Having examined the Tender Documents in relation to Tender Reference No.151639 and dated 11 March 2016, released by Te Aponga Uira O Tumu Te Varovaro, 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 ninety (90) 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:

* Table A1. Tenderer Details
* Table A2. Schedule of Prices
* Table A3. Proposed Subcontractor(s) Details
* Table A4. Implementation Details
* Table B1 Software Features/Requirements
* Table B2 Technology Questionnaire
* Addendum (as required)

..............................................................................................................................................................

Name of Tenderer (Print)

..............................................................................................................................................................

Signature of person duly authorized to sign tenders on behalf of the Tenderer

..............................................................................................................................................................

Position (capacity of Signatory)

..............................................................................................................................................................

Service Address of Tenderer (Physical Address, not Postal Address)

................................................. ................................................ ................................................

Telephone No Facsimile No Mobile No

....................................................................................................

Email Address

.....................................................................................................

Signature of Witness of Tenderer

Table A1. Tenderer Details

|  | **Tenderer Details** | **Response** |
| --- | --- | --- |
| A1.1 | Company name |  |
| A1.2 | Company address |  |
| A1.3 | Contact details for person/s responsible for the information contained in the Tender and for receipt of Notices to Tenderers |  |
| A1.4 | An outline of company ownership, including details of directors and controlling shareholders. Explain any relationships if your company is a subsidiary or is an agent or reseller of the product being offered and state who the contractual entity is |  |
| A1.5 | Provide a statement confirming the financial adequacy of the proposed contracting entity to undertake the contract works |  |
| A1.6 | Years of experience in Australasia and the Pacific (state separately) in the supply, implementation and support of the product being offered |  |
| A1.7 | Years of experience elsewhere in the world in the supply, implementation and support of the product being offered. State the countries involved |  |
| A1.8 | State the names of staff who will be involved in the execution of the contract works and the level of commitment or input anticipated from them. Full CV’s for each nominated staff member should be included in a separate addendum |  |
| A1.9 | Product development philosophy – provide a chronological narrative describing the evolution of the product being offered and what current commitment there is to R&D efforts. State if there are any upcoming releases or enhancements to the software including likely release dates. If R&D is undertaken or can be undertaken on a user-pays basis please indicate this including whether or not other users receive the benefits. (Inclusion of budgets or actual spend figures for R&D would provide a very clear indication of your commitment to R&D.) |  |
| A1.10 | Support services – provide details about the availability, the location and level of support that would be available to the Principal |  |
| A1.11 | User group – provide details about how users are able to interact with one another e.g. online forums, user group meeting or annual conferences etc. If annual conference are held indicate which countries these conferences are typically held in |  |
| A1.12 | Reference sites – provide a full list of sites in Australasia and the Pacific where the version of the product on offer has been implemented and is currently in use.  From the list of sites nominate at least two (2) reference sites including client name, contact name and contact details. Please indicate that you have confirmed with these reference sites that they may be contacted regarding this RFT |  |
| A1.13 | Reputation and customer relationships – provide a narrative on your approach to managing customer relationships. Testimonials from customers may be provided and should be included in a separate addendum |  |
| A1.14 | On site demonstration date – confirm your availability during the demonstration period set in Clause 2.6 and if possible indicate a preferred date |  |
| A1.15 | BTIB registration – confirm that you have read an understood the requirements for BTIB registration and that you are willing to seek registration if you are the successful Tenderer (not operating in the Cook Islands). |  |
| A1.16 | Contract principles – confirm that you have read the contract principles in Appendix C and state your agreement or otherwise with the contract principles. Where there is not agreement please propose alternative wording or clauses for consideration |  |
| A1.17 | Availability to conduct a demonstration of your product if shortlisted for this tender? (Note that all costs will be at your expense)+ |  |
| A1.18 | Other information – in a separate addendum, provide any other information that you feel is relevant and supports your Tender response. This should include information related to the Principal’s future requirements outlined in Section B2.12 |  |

Table A2. Schedule of Prices

*(All prices included in this schedule should be exclusive of VAT/ GST)*

|  | **Price** | **Response** |
| --- | --- | --- |
| B1.1 | Provide an overview of how the cost of your product is structured e.g. company/site wide unlimited user license, per module licence, per user license etc. The overview will need to be very clear so that if necessary costs can be associated with individual modules or different numbers of users. |  |
| B1.2 | Software purchase/licensing costs – provide costs for the full range of functionality specified in Appendix B. If your software is modular and the functionality can be separately priced, please provide the separate pricing. This will be important in the event the implementation of the software functionality does not happen all at once. If the number of users has to be factored into your costings, base costs on 18 concurrent users and 30 total users. Be very clear on any user based costings so that costs can be scaled up or scaled down if necessary.  Note – a number of users will require view only or enquiry access so it will be important to understand if there is a differentiation in the cost for this type of access versus full editing access. |  |
| B1.3 | Annual maintenance and support services costs – provide details of what costs will be charged in relation to the costs offered in A5.2 above. Include details of what the costs cover. As with A5.2, the structure of the maintenance and support services costs should be very clear so that if necessary they can be scaled up or scaled down. |  |
| B1.4 | Implementation costs – provide costs for making the product operational and build towards a position where it can begin to make use of the other functionality. Implementation will **not** include data migration although typical data will be made available for acceptance testing and training etc. The costs offered **must** be inclusive of any disbursements. |  |
| B1.5 | Training costs – provide costs for the recommended training. This should align with the training programme recommended in A4.5. Clearly indicate how these costs are structured i.e. per person or group (give size) etc. so that if necessary they can be scaled up or scaled down. The costs offered **must** be inclusive of any disbursements. |  |
| B1.6 | Any other costs – provide details of any other elements of the contract works which are not include above. |  |
| B1.7 | Daily rates – provide details of day rates should the Principal need to engage your services on an as needs basis over and above normal maintenance and support services. Exclude disbursements. |  |

**Summary of Prices Schedule:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Accounting $** | **Payroll $** | **Billings $** | **Customer Service $** | **Total Cost Excl. VAT** |
| **Purchase/ license cost** |  |  |  |  |  |
| **Maintenance/ support cost** |  |  |  |  |  |
| **Implementation Costs** |  |  |  |  |  |
| **Demonstration Costs** |  |  |  |  |  |
| **Training Costs** |  |  |  |  |  |
| **Other Costs** |  |  |  |  |  |
| **TOTAL COST**  **Per Component**  **(Excl. VAT)** |  |  |  |  |  |
| **OVERALL TOTAL COST**  **(Excl. VAT)** | | | | |  |
| **VAT 15%** | | | | |  |
| **OVERALL TOTAL COST**  **(Incl. VAT)** | | | | |  |

Table A3: Proposed Subcontractor(s) Details

Any subcontractors shall be managed by the tenderer. All sub-contract work and costs must be included in the overall tender submitted under this tender.

|  | **Subcontractor(s) Details** | **Response** |
| --- | --- | --- |
| B2.1 | Company name |  |
| B2.2 | Company address |  |
| B2.3 | Email |  |
| B2.4 | Phone & Fax |  |
| B2.5 | Work/ Skill to be performed |  |
| B2.6 | Educational/ technical Qualifications |  |
| B2.7 | Work Experience |  |
| B2.8 | Other information – in a separate addendum, provide any other information that you feel is relevant and supports your Tender response. |  |

Table A4. Implementation Details

|  |  |  |
| --- | --- | --- |
|  | **Implementation** | **Response** |
| A4.1 | Methodology – provide outline details of the approach and methodology you will use to carry out all aspects of the contract works. This should include installing the software, implementing the software, any necessary configuration, data migration from old system, acceptance testing and training |  |
| A4.2 | Supplier resourcing – associated with the methodology, provide details of the resources you will allocate to each aspect of the contract works. Prove names and role identifications |  |
| A4.3 | Principal resourcing – indicate the type (skill set) and level of resourcing that the Principal will be expected to provide for each aspect of the contract works |  |
| A4.4 | Acceptance testing – propose an acceptance testing programme |  |
| A4.5 | Training – propose a training programme. Training should be such that the Principal will be able to participate in implementation and testing activities, make full use of the functionality offered and be able to maintain a production (and test) environment as well as make further configuration changes |  |
| A4.6 | Implementation project plan – provide a draft plan showing the timing and sequence of tasks necessary to execute the contract works including the full range of functionality specified in Appendix B. The overall timing will need to fit into the timeframe indicated in Table 1. If this timeframe is insufficient i.e. more time is needed, please provide an explanation justifying the extra time. The plan should identify milestones suitable for timing of instalment payments. |  |
| A4.7 | Site/office facilities – indicate the minimum site/office facilities you would require the Principal to provide. Some aspects of the contract works will require different facilities to be provided e.g. training |  |

APPENDIX B

TENDER SPECIFICATIONS

Appendix B forms 2 parts as follows:

This part is inclusive of all software requirements of the Principal. Tenderers are permitted to tender on any one or all components of this tender, but must be for the whole requirements of that component:

* 1. Accounting software
  2. Payroll software
  3. Billings software
  4. Customer service software

B1. Background

Te Aponga Uira (TAU) is the Government-owned power Authority responsible for the generation, distribution and retailing of electricity on the island of Rarotonga, Cook Islands.

Its operation is governed by the Te Aponga Uira O Tumu-Te-Varovaro Act 1991, Te Aponga Uira O Tumu-Te-Varovaro Amendment Act 1999, and the Cook Islands Investment Corporation Act 1998.

Legislation constitutes TAU as a Government Business Enterprise with the objectives of providing energy in a reliable and economical manner, and to operate the facilities efficiently and profitably.  Te Aponga policy is determined by a Board of Directors.

In order to achieve its objectives TAU functions through two main operating arms, Generation and Network. A third arm, Administration, provides the support services including accounting, billing services, auditing, customer services, IT and computer services, human resources, media communication and general administrative services.  A fourth arm with specific focus on the commercial impacts of the evolving business has been set up in order to ensure sustainability of the business as renewable energy generation increases.

B2. Current Situation

## B2.1 Software

TAU uses a number of software systems. These are:

***Accounting, Payroll, Inventory, Billing, Customer Service and Cashiers software***

All these functions are supported through one software, this being Gentrack version 3.4. There are currently fifteen (15) end users plus four (4) other users with supporting/viewing privileges.

wIntegrate V4.1.0 is the Gentrack client.  It is 16bit software (made for Windows NT environment, that’s pre windows 2000).

The Gentrack server is running on a windows 2000 server.

***Meter reading***

All meters are read via the Meteror Billing system (AD Riley supplied). Current hand held (HH) device is the Motorola MC-67 which is paired with an O’Neil blue-tooth printer.

There are currently two (2) meter readers reading up to a total of 6,000 meters on a monthly basis, each meter read between 28 and 33day cycles. The HH printed bill is left on site. An additional meter, which registers the generation by Solar PV system, is read at the same time but the information is returned to the office for manual processing since Gentrack cannot cater for multiple meters for a single customer.

***Complete this section if you are tendering for all or a component of the Principals software requirements***

Tables B1 and B2 below lists the specific requirements of the Principal and assumes that the proposed software exhibits all of the other generic functionalities of similar software in the market.

Tables B1 and B2 below shall be filled out by indicating the extent to which the offered solution complies with each of the requirements specified. The level of compliance shall be interpreted as follows:

High - Fully provides or meets the requirement specified. May even exceed the requirements specified.  
Medium - Adequately but not fully provides or meets the requirement specified  
Low - Partially but not adequately provides or meets the requirement specified.  
None - Does not provide or meet the requirements specified. (Make a comment if this is planned for the future including an estimated date of availability)

Use the Comments column to briefly qualify the level of compliance especially if configuration or customisation is required to achieve the level of compliance indicated. Entries are only required in the non-shaded areas.

Table B1. Software Features/Requirements

|  | |  | | **Compliance** | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Functionality** | | **High (√)** | **Med (√)** | **Low (√)** | **None (√)** | **Comment** |
|  | | **ACCOUNTING** | |  |  |  |  |  |
|  | | *The accounting system considered should have all (or a significant number) of these features* | |  |  |  |  |  |
| **NAME OF SOLUTION:** | | | |  | | | | |
| B1.1 | | Is the proposed solution server based or cloud based? Demonstrate ability of both if applicable. | |  |  |  |  |  |
| B1.2 | | Is the proposed solution open source or proprietary software? | |  |  |  |  |  |
| B1.3 | | Built on a SQL data base. | |  |  |  |  |  |
| B1.4 | | Be intuitive and easy to use. | |  |  |  |  |  |
| B1.5 | | Integrate with other software systems used within TAU especially billings, cashiers, payroll and customer service. | |  |  |  |  |  |
| B1.6 | | Has the ability to cater for the electronic payment services offered by local banks. | |  |  |  |  |  |
| B1.7 | | Includes an inventory management module and the ability to integrate with an electronic point of sale. | |  |  |  |  |  |
| B1.8 | | Manage and allow prompt payment discounts accurately and without affecting the ageing of debtors. | |  |  |  |  |  |
| B1.9 | | Provide each of our customers with a safe, secure portal to view all their own historical information from wherever and whenever they choose – Previous invoices, credit notes and statements etc. | |  |  |  |  |  |
| B1.10 | | Has the ability to add multiple companies, locations, cost centres, departments, and consolidated figures. | |  |  |  |  |  |
| B1.11 | | Customise the general ledger to reporting requirements and to ensure accurate financial records. | |  |  |  |  |  |
| B1.12 | | Designed for heavy duty, multi-user performance | |  |  |  |  |  |
| B1.13 | | Is able to cater for management and job specific dashboards for real-time accounting information to view for decision making purposes eg. Trends, KPIs, Budget vs Actuals, etc | |  |  |  |  |  |
| B1.14 | | Analyse cash flow projections, monitor debtor days and track overdue accounts. | |  |  |  |  |  |
| B1.15 | | Maintain accurate inventory management across all stores locations by spot-checking with small, frequent stock takes instead of closing the warehouse. | |  |  |  |  |  |
| B1.16 | | Control purchasing expenses through a disbursed purchasing system with multiple cost centres. Allow for a centralised overview of purchase orders raised at multiple cost centres. | |  |  |  |  |  |
| B1.17 | | Provide the required accounting server necessary to run the software on a designated server. | |  |  |  |  |  |
| B1.18 | | Generate statistical reports | |  |  |  |  |  |
| B1.19 | | Generate graphical reports. | |  |  |  |  |  |
| B1.20 | | Export selected report data to other application formats such as MS Excel and MS Word. | |  |  |  |  |  |
| B1.21 | | The ability to schedule and automatically run reports at specified dates or time intervals as set by users. | |  |  |  |  |  |
| B1.22 | | Easy and quick month end and year end roll over process. | |  |  |  |  |  |
| B1.23 | | Easy and cost efficient software upgrades | |  |  |  |  |  |
| B1.24 | | Export financial forecast data for use with other applications in formats such as MS Excel or MS Access. | |  |  |  |  |  |
| B1.25 | | Able to cater for sundry associated billing eg. Faults, hirage of services, consulting, sales, electric vehicles or anything that involves billing. | |  |  |  |  |  |
| B1.26 | | Ability to report on an activity/ job basis eg. Performance reports (revenue billed to customers against internal costs incurred to carry out the job) | |  |  |  |  |  |
|  | | **PAYROLL** | |  |  |  |  |  |
|  | | *The payroll system considered should have all (or a significant number) of these features* | |  |  |  |  |  |
| **NAME OF SOLUTION:** | | | |  | | | | |
| B1.27 | | Is the proposed solution server based or cloud based? Demonstrate ability of both if applicable. | |  |  |  |  |  |
|  | | Is the proposed solution open source or proprietary software? | |  |  |  |  |  |
| B1.28 | | Ensures timely processing of the fortnightly payroll and automated generation of annual tax certificates. | |  |  |  |  |  |
| B1.29 | | Facilitate electronic timesheets. | |  |  |  |  |  |
| B1.30 | | Allocate time worked to different cost centres and or jobs as required. | |  |  |  |  |  |
| B1.31 | | Facilitate electronic leave application requests. | |  |  |  |  |  |
| B1.32 | | Facilitate either the electronic/ email or manual transmission of pay slips as required and track/log the transmission of said pay slips. | |  |  |  |  |  |
| B1.33 | | Provide each employee with a safe, secure portal to view all their own historical information – Previous pay slips etc. | |  |  |  |  |  |
| B1.34 | | Customise reports to cater for your specific needs. | |  |  |  |  |  |
| B1.35 | | Ensure that 7 day weeks are managed, tracked and paid correctly – every time. | |  |  |  |  |  |
| B1.36 | | Ensure that statutory holidays (public holidays) are managed, tracked and paid correctly - every time. | |  |  |  |  |  |
| B1.37 | | All documents relating to each employee stored within the payroll system. eg employment agreements, leave applications, performance appraisals etc. | |  |  |  |  |  |
| B1.38 | | Ensure correct taxing of contract workers accommodation, transport and other similar allowances. | |  |  |  |  |  |
| B1.39 | | Integrate with accounting software. Map general ledger accounts against payroll cost centres to allocate payroll expenses accurately. | |  |  |  |  |  |
| B1.40 | | Disperse superannuation and leave liability against cost centres and post directly to the GL | |  |  |  |  |  |
| B1.41 | Export financial forecast data for use with other applications in formats such as MS Excel or MS Access. | | |  |  |  |  |  | |
|  | **BILLINGS** | | |  |  |  |  |  | |
|  | *The billing system considered should have all (or a significant number) of these features* | | |  |  |  |  |  | |
| **NAME OF SOLUTION:** | | | |  | | | | | |
| B1.42 | Is the proposed solution server based or cloud based? Demonstrate ability of both if applicable. | | |  |  |  |  |  | |
| B1.43 | Is the proposed solution open source or proprietary software? | | |  |  |  |  |  | |
| B1.44 | Ability to bill any number of utility and non-utility products and services eg. Water, waste etc | | |  |  |  |  |  | |
| B1.45 | Ability to support a wide range of tariffs, charging, billing and discount methodologies. | | |  |  |  |  |  | |
| B1.46 | Interfaces to Meteror (AD Riley supplied) hand held devise Motorola MC-67 and O’Neil blue-tooth printer or similar. | | |  |  |  |  |  | |
| B1.47 | Easily handles new customer set up activities and collection of customer information and communication preferences. | | |  |  |  |  |  | |
| B1.48 | Supports a variety of simple and complex customer hierarchies with consolidated billing and reporting options. Eg. Customers with more then one meter per household – solar generation and normal consumption, usage by consumer/tariff/usage range groupings etc | | |  |  |  |  |  | |
| B1.49 | Integrate with other software systems used within TAU especially cashiers, accounting and customer service, engineering/network modelling such as load flow, network design etc. | | |  |  |  |  |  | |
| B1.50 | Reporting tools for standard and ad hoc/ customised reports | | |  |  |  |  |  | |
| B1.51 | Export financial forecast data for use with other applications in formats such as MS Excel or MS Access. | | |  |  |  |  |  | |
| B1.52 | Enable customers to view account and property information online | | |  |  |  |  |  | |
| B1.53 | Enable customers to pay their bills electronically | | |  |  |  |  |  | |
| B1.54 | Enable customers to sign up for e-billing and other online services | | |  |  |  |  |  | |
| B1.55 | Enable customers to initiate new connections, relocations, etc on-line. | | |  |  |  |  |  | |
| B1.56 | Enable customers to access their information via PC, laptops, tablet and mobile devices. | | |  |  |  |  |  | |
| B1.57 | Able to cater for smart and/or prepaid meters. | | |  |  |  |  |  | |
| B1.58 | Able to cater for remote reading of meters via SCADA technology | | |  |  |  |  |  | |
| B1.59 | Able to generate electronic bills that can be emailed to customers at the date of the reading. | | |  |  |  |  |  | |
| B1.60 | Able to cater for sundry associated billing eg. Faults, hirage of services, consulting, sales, electric vehicles or anything that involves billing. | | |  |  |  |  |  | |
| B1.61 | Ability to report on an activity/ job basis eg. Performance reports (revenue billed to customers against internal costs incurred to carry out the job) | | |  |  |  |  |  | |
|  | **CUSTOMER SERVICE** | | |  |  |  |  |  | |
|  | *The customer service system considered should have all (or a significant number) of these features* | | |  |  |  |  |  | |
| **NAME OF SOLUTION:** | | | |  | | | | | |
| B1.62 | | | Is the proposed solution server based or cloud based? Demonstrate ability of both if applicable. |  |  |  |  |  | |
| B1.63 | | | Is the proposed solution open source or proprietary software? |  |  |  |  |  | |
| B1.64 | | | Integrate with other software systems used within TAU especially cashiers, accounting and billings. |  |  |  |  |  | |
| B1.65 | | | Segment customers based on key characteristics such as the value of their account, communication preferences, location, payment history, etc. |  |  |  |  |  | |
| B1.66 | | | Manages all customer related activities including service request management, customer communications, complaint and documentation tracking, and analysing customer care activities. |  |  |  |  |  | |
| B1.67 | | | Includes call scripting, work queues and task flow technologies |  |  |  |  |  | |
| B1.68 | | | Reporting tools for standard and ad hoc/ customised reports |  |  |  |  |  | |
| B1.69 | | | Ability to electronically dispatch customer services and faults to field staff. |  |  |  |  |  | |
| B1.70 | | | Ability to track efficiency of service provided and other customer focused performance indicators. |  |  |  |  |  | |
| B1.71 | | | Electronically generate customer credit refunds. |  |  |  |  |  | |
| B1.72 | | | Ability to manage customer documents required to fulfil customer service requests – IDs, death certifications, etc |  |  |  |  |  | |
| B1.73 | | | Electronic customer applications, complaints and other service requests. |  |  |  |  |  | |

Table B2. Technology Questionnaire

All software tenderers shall complete the following technology questionnaire. The purpose of this questionnaire is so that the Principal can determine what additional hardware and software (if any) it needs to purchase and/or install in order to provide a suitable environment ready for commencement of the contract works. The Principal may also want to consider the cost/benefit of purchasing any hardware and software versus using a hosting service.

Responses to this technology questionnaire will not form part of the initial evaluation. However, Tenderers are requested to provide full and clear responses and failure to do so may be seen as a reflection on the Tenderer’s ability to successfully execute the contract works.

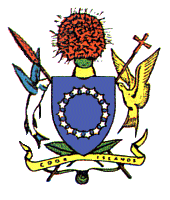
|  | **Question** | **Response** |
| --- | --- | --- |
| B2.1 | Provide preferred hardware and operating system specifications for the Application and Database Servers (as is applicable) required by your software solution. Include recommended processor speed, memory size and storage capacity etc. |  |
| B2.2 | State if the Application and Database Servers can work in a virtualised environment and what virtualisation software is compatible. |  |
| B2.3 | State if there is a requirement for the Principal to establish both a test and a production server environment. |  |
| B2.4 | State what database platforms are compatible with your software solution and what licensing configuration is needed. |  |
| B2.5 | Provide preferred hardware and operating system specifications for PC clients. |  |
| B2.6 | State what browsers (and versions) are compatible with your software solution. |  |
| B2.7 | State what mobile devices are compatible or preferred for use with your software solution – provide a specification. |  |
| B2.8 | State what access requirements will need to be put in place in order for you to remotely access your software solution to provide maintenance and support services. |  |
| B2.9 | Indicate if your organisation offers a hosting service for your software solution and provide relevant information including the pricing plans, backup arrangements, whether there are any storage limitations, terms of use etc. |  |

B3. Future Requirements

TAUs evolving business model is likely to capture the following:

* *Achievement of Governments 2020 goal to be 100% renewable energy (RE).* The GoCI’s policy of 100% RE by the year 2020. GoCI has enabled privately owned RE systems to generate electricity who then sell their energy back to TAU. Thus, TAU is no longer the only energy generator on Rarotonga and since it is the owner of the distribution network all RE systems are integrated with its network. This is facilitated through an agreement with the system owner. The commercial conditions vary depending on whether it is a Netmetering, Gross Metering, Independent Power Producer or Standalone installation.
* *A new power system model –* Multiple generation systems all feeding into TAU’s network such that the existing network will be undergoing significant changes including system reconfiguration, equipment replacement, automation etc.
* *The use of Supervisory Control and Data Acquisition (SCADA) and other control systems necessary to monitor and management the supply of electricity to the grid*. A three staged SCADA system has been installed with the first stage, involving the Generation system and the 760kW PV system at the Rarotonga airport, was commissioned in January 2016. The second stage, which involve the distribution system including the privately owned RE systems around the island, the distribution network itself and customer meters, will be rolled out over the next few years. The third stage may include the Outer Islands power systems.
* *Interim storage facilities to ensure grid stability and time shifting.* Storage facilities in the form of batteries supplemented by enabling technologies planned for the next 12-24 months which will allow development of long term storage technologies.
* *Long term storage facilities –* Technologies under considerations exclude batteries but include pumped hydro system (PHS). PHS, a proven technology, is technically complex and highly capital intensive such that it has a very long lead time, between 5 to 10years.

TAU want to be aware of what additional capabilities the proposed solution(s) and/or its supplier can offer that might assist with meeting the future requirements mentioned above.

APPENDIX C

DRAFT CONTRACT

**PURCHASE ORDER**

**Government**: Her Majesty the Queen acting by and though [insert details of Ministry or Department]

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

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

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

Name:

Position:

Date:

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

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

**Delivery**: [insert details of where product and services 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 AND SERVICES

The Supplier agrees to supply the Product and Services 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 and Services 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 the Services, freight, insurance, packaging, crating, local cartage, customs duty and/or any other services in the delivery of the Product.

2.3 The price shall be in New Zealand dollars unless otherwise specified in the Purchase Order.

2.4 The price is exclusive of VAT.

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

**3. DELIVERY**

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

3.2. The Product and Services shall be delivered and rendered in a prompt and timely manner on or within the delivery dates specified in the Purchase Order. All Product and Services must be delivered and performed 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 or rendering of Services 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 and/or Services are not rendered or supplied on the supply dates or times specified in the Purchase Order.

3.5. All Product and Services 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 and Services 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 and Services 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 and Services, or product and services of the same nature as the Product and Services, at any time.

**4. IDENTIFICATION**

4.1. The Purchase Order number must be shown on all packages, invoices and correspondence relating to the Product and Services. 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 and Services.

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 and rendering of the Services. These rights are for both the Government and any other party that has the use or benefit of the Product and Services.

**5. QUALITY, INSPECTION AND ACCEPTANCE**

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

5.1. All Product and Services 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 Services 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 and rendering the Services.

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 and rendering the Services.

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

5.5. The Product and any result or product of the rendering of the Services, 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 and/or Services. The Government may reject any Product and/or Services (as applicable), 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, or in circumstances where the Services do not meet the requirements of clause 5.1("Rejected Product"/"Rejected Services").

5.8.For any Rejected Product or Rejected Services the Supplier will, within ten (10) business days of receiving notice of Government's rejection of the Rejected Product or Rejected Services, 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) request the re-performance of the Services

(d) remove the Rejected Product for full credit or reimbursement; or

(e) suspend or cancel the Services.

5.9.Title to the Rejected Product will pass back to the Supplier on the earlier of the replacement of the Rejected Product, or refund or credit of any amounts paid by the Government as specified in clause 5.8(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. A lack of Government inspection 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 and is declared by the Government as not being Rejected Product or Rejected Services.

6.2. Where the Product is delivered to the Government subject to the Services, the Product remains at the Supplier’s risk until the Government is satisfied with the complete rendering of the Services.

**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 or rendering of the Services, a VAT tax invoice for each delivery of the Product and rendering of the Services, stating Purchase Order number, date of delivery and full description of the Product and Services 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 accepted, will be effected on the first Wednesday on or after the 20th of the month following the date of the Supplier’s VAT tax invoice or receipt of the delivery of the Product, whichever is the later.

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

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 and rendering the Services.

8.2. If any conflict arises or has the potential to arise during the supply of the Product and Services, 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. INTELLECTUAL PROPERTY**

9.1. “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 Supplier shall co-operate with the Government (including by signing documents) to help the Government protect its rights in the New IP.

9.2.To the extent that New IP incorporates or requires Intellectual Property arising outside of the provision of the Services (“Pre-existing IP”), the Supplier licences, or shall procure the licence to the Pre-existing IP for the Government on a perpetual, royalty-free basis.

9.3. The Supplier 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.

**10. ASSIGNMENT**

The Supplier must not assign, transfer or sub-contract any rights or obligations applicable under these terms and conditions without the prior written consent of the Government, such consent to be given at the Government’s absolute discretion.

**11. NOTICES**

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

11.2. 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.

11.3. Subject to clause 11.4, 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.

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

**12. 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.

**13. REMEDIES**

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

**14. INSURANCES**

14.1. 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.

14.2. 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.

**15. 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.

**16. TERMINATION FOR CONVENIENCE**

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

**17. GENERAL WARRANTIES**

The Supplier represents, warrants and undertakes that:

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

17.2. 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;

17.3. 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;

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

17.5. 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.

APPENDIX D

Evaluation Criteria

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

Standard Conditions

|  |  |
| --- | --- |
| Criterion | Compliant (yes or no) |
| 1. Tender is completed in the format contained in Appendix A and B of the RFT. |  |
| 1. Tender was deposited in the required form in the Tender Box by the closing time specified in the RFT |  |
| 1. Proposal and related documentation is in the English language. |  |
| 1. Tenderers have tendered to provide any one or all components of this tender, but must be for the whole requirements of that component as specified in Appendix B. |  |
| 1. Tender is presented in hard copy and/or electronic format as specified in the RFT. |  |
| 1. All prices must be in NZ dollars and inclusive of freight landed in Rarotonga |  |

Special Conditions

A Weighted Criteria methodology will be applied to this RFT to identify a preferred Tenderer.

Only fully compliant Tenders will be evaluated. An Evaluation Committee will be established from within the Tender Management Team to evaluate the Tenders. Expert advisor/s may be used to support and advise the Evaluation Committee during the evaluation. Tenderers may be required to provide additional information during this time.

The Evaluation Committee will make recommendations to the Tender Management Team for approval.

Initial evaluations will be conducted against attributes outlined in the table below. These attributes will be used to form a shortlist of Tenderers.

|  |  |
| --- | --- |
| **Attribute** | **Weight (%)** |
| Non-Price Attributes |  |
| 1. .Locally established company Locally supplied resources (labour and/or materials) | 5 |
| 1. Compliance with contract terms | 5 |
| 1. Tenderer Details. | 5 |
| 1. Features/Requirements | 25 |
| 1. Implementation | 10 |
| ***Total Non-price Attributes*** | ***50*** |
| 6)Price | 50 |
| ***TOTAL WEIGHTING*** | ***100*** |

Final evaluations of shortlisted Tenderers will be conducted against attributes outlined in the table below.

|  |  |
| --- | --- |
| **Attribute** | **Weight (%)** |
| 1. Total Weighting from Shortlisted Criteria (above) | 80 |
| 1. Feedback following demonstration | 20 |
| ***TOTAL WEIGHTING*** | ***100*** |

Risk

The Evaluation Committee will conduct a Risk Assessment for each shortlisted Tender. 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 a High Risk might still be selected subject to the Tenderer’s willingness to accept the proposed contract amendments.