**Request for Tender**



**Cook Islands Government (CIG) – 1718 Shipping Services for Pa Enua Vehicles**

|  |  |
| --- | --- |
| Reference No: | CK171836 |
| Date of Release: | 13/06/2018 |

Ministry of Finance & Economic Management

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

Contact Officer Mercie Tongia

mercedes.tongia@cookislands.gov.ck

**TENDER CLOSING TIME:** **4p.m. Wednesday, 27th June 2018 (CI Time)**

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Table of Contents

[Glossary and Definitions 4](#_Toc516574405)

[Introduction 5](#_Toc516574406)

[Summary of Requirements 5](#_Toc516574407)

[CONDITIONS OF TENDERING 5](#_Toc516574408)

[Contact Officer 5](#_Toc516574409)

[Tender Registration 5](#_Toc516574410)

[Tender Closing Time 6](#_Toc516574411)

[Submission of Tender 6](#_Toc516574412)

[Hard Copy Submission: 7](#_Toc516574413)

[Electronic Copy Submission: 7](#_Toc516574414)

[Conflict of Interest Declaration 7](#_Toc516574415)

[Further information or clarifications 8](#_Toc516574416)

[Probity 8](#_Toc516574417)

[Selection Process 8](#_Toc516574418)

[Notification of Acceptance 8](#_Toc516574419)

[Confidentiality 9](#_Toc516574420)

[Non-Resident Tenderer 9](#_Toc516574421)

[Mandatory Conditions 10](#_Toc516574422)

[Attachment 1 – Tender Specification Requirements 11](#_Toc516574423)

[Instructions 12](#_Toc516574424)

[A1 – Form of Tender 13](#_Toc516574425)

[A2 – Conflict of Interest Declaration 15](#_Toc516574426)

[A3 – Completed Schedule of Prices 16](#_Toc516574427)

[A4 – Proposed Subcontractors (if applicable) 17](#_Toc516574428)

[A5 – Preliminary Delivery Programme 18](#_Toc516574429)

[A6 – List of Referees who may be contacted 19](#_Toc516574430)

[Attachment 2 – Evaluation Criteria 20](#_Toc516574431)

[Mandatory Conditions 20](#_Toc516574432)

[Evaluation Criteria 21](#_Toc516574433)

[Risk 21](#_Toc516574434)

[Attachment 3 – DRAFT Contract Conditions 22](#_Toc516574435)

# Glossary and Definitions

|  |  |
| --- | --- |
| TERM | EXPLANATION |
| BTIB | Business Trade Investment Board |
| Electronic Tender Account | Asia Pacific Public Electronic Procurement Network e-GP System  <https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home> |
| Manual | The Cook Islands Government Financial Policies and Procedures manual |
| Policy | The Cook Islands Government Purchase and Sale of Goods and Services Policy |
| Principal | Ministry of Finance and Economic Management |
| RFT | Request for Tender |
| Tender Team | The group of people responsible for the management of the tender process and includes those people who are specifically responsible to evaluate Tenders. |

# Introduction

## Summary of Requirements

Through this Request for Tender (RFT) the Principal wishes to procure shipping services to the Pa Enua (Outer Islands) for twelve (12) of the vehicles purchased via the Cook Islands (CIG) – 1718 Vehicle Tender, Reference CK171832. .

This Tender involves Shipping Services for two (2) different Parts;

1. Shipping and related charges for transfer of vehicles to Pa Enua (Southern Group)
2. Shipping and related charges for transfer of vehicles to Pa Enua (Northern Group)

The Tender specifications for each Part are fully described in Attachment 1 – Tender Specification Requirements.

* Tenderers are permitted to tender for any one or more Part(s) of this tender provided that the requirements detailed in the Tender Specifications as per Attachment 1 are still met.

# CONDITIONS OF TENDERING

All tenders should conform to the Conditions of Tendering, but must conform to the Mandatory Conditions as set out in this RFT.

## Contact Officer

The Contact Officer for this tender is:

Name of Person: Mercedes Tongia
Title: Procurement Officer
Address: Ministry of Finance & Economic Management
Phone: +682 29511 ext. 8311
E-mail: mercedes.tongia@cookislands.gov.ck

## Tender Registration

Prospective tenderers should register their interest to participate in this RFT process by registering on the Cook Islands Government E-Government Procurement portal at:

<https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home>

In order to participate in the tender process you will need to register as a supplier on the Portal as a supplier. As part of registration you will need to specify relevant “Business Categories” for your business. This tender will be listed under the following category:

|  |  |
| --- | --- |
| **Category** | **Title** |
| 78140000 | Transport services |

Prospective tenderers should include this category when registering on the system.

Should there be any issues registering please advise the Contact Officer as soon as possible and alternative registration processes will be advised. The Contact Officer will acknowledge receipt of the registration. Only registered tenderers will receive notices directly as and when they are issued. It is the responsibility of the tenderer to ensure they are properly registered for this RFT. The Principal reserves the right to extend the list of registered Tenderers beyond those who register interest in this RFT.

Once the Tender is published on the portal any suppliers registered will receive automatic advice of the tender and a link to access tender documentation via the Electronic Tender Account. Submission of tenders will be through the same account.

Suppliers who register after the tender is published will receive notification of the tender upon registration.

## Tender Closing Time

Tenders must be received by the Electronic Tender Account or in the tender box specified by the following deadline, or they will not be considered:

**Tender Closing Time and Date: 4:00pm Wednesday, 27th June 2018 (CI Time)**

It is the Tenderer’s responsibility to ensure that their tender reaches the Tender Box located at the Ministry of Finance & Economic Management, 1st Floor Reception and/or posted to the Electronic Tender Account (<https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home>), by the specified closing date and time.

Late tenders will not be accepted.

## Submission of Tender

The cost of preparing and submitting the Tender shall be borne by the Tenderer.

The Principal may vary the Tender Specifications described in Attachment 1 at any time, including the closing date, by notice in writing to the Tenderers still involved in the RFT at the time the Tender Specifications are varied.

Tenders shall be submitted in either hard copy or electronic copy, as specified below only.

Telefax tenders will not be accepted.

## Hard Copy Submission:

Original hard copy tenders shall be packaged and labelled “CONFIDENTIAL” and have the following information clearly exhibited on the outside:

* Ministry of Finance and Economic Management
* Tender: CIG 1718 Shipping Services for Pa Enua Vehicles (CK171836)
* Tender Closes: 4:00p.m. Wednesday, 27th June 2018

Hard copy tenders must be placed in the Tender Box located at the Ministry of Finance & Economic Management, 1st Floor Reception and submitted in the format contained in Attachment 2 – Forms to be submitted, by the due date. Failure to do so will result in the tender being disqualified.

## Electronic Copy Submission:

 Electronic copy tenders must be submitted through the Electronic Tender Account in the format contained in Attachment 2 – Forms to be submitted, by the due date. Failure to do so will result in the tender being disqualified.

The default portal is the Asia Pacific Public Electronic Procurement Network e-GP System (refer <https://in-tendhost.co.uk/adbprocurementnetwork/aspx/Home>). The title and reference number of this document is the tender identifier.

The tender form shall be submitted in Microsoft Word format. Additional documents should be submitted in PDF format. Tenderers should seek approval for any other alternative electronic formats. If offers do not comply with the approved formats they will be deemed non-compliant and may not be accepted.

If the supplier is not able to access or upload tender documents through the default CIG Procurement Portal they should first seek guidance from the user guide using the following link

<https://in-tendhost.co.uk/adbprocurementnetwork/aspx/BuyerProfiles>

or by clicking the “user guides” tab on the portal. Thereafter further guidance may be available through the Contact Officer.

If still not successful the Contact Officer will arrange a secure email tender account for the upload of documents. The Electronic Tender Account will send a confirmation of receipt email in response to your electronic submission and the time of upload will be used to confirm the date and time of upload. If you do not receive a confirmation of receipt email within five working days please contact the Contact Officer for this tender.

If offers do not comply with the approved formats they will be deemed non-compliant and may not be accepted.

## Conflict of Interest Declaration

Tenderers must complete the Conflict of Interest Declaration form in Attachment 2 to disclose any potential or actual conflicts of interest that they may have or may be perceived to have, in respect of their responsibilities to the Principal and other parties should they be selected as the successful Tenderer. Where potential or actual conflicts of interests are identified, the Tenderer must specify how this will be managed in order to provide assurance that it will not adversely impact the performance of any services.

## Further information or clarifications

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 further information or clarification required by a Tenderer in relation to this RFT must be directed to the **Contact Officer**. Tenderers should note that to ensure no disadvantage to any tenderers, responses to questions pertaining to this RFT will be circulated to all those who have registered their interest.

Where the Principal considers that the competitive advantage of the individual Tenderer may be compromised by the distribution of responses to such requests for information and/or clarification to all Tenderers, the Principal reserves the right to issue such response(s) only to that particular Tenderer.

Any additional information relating to this RFT will be circulated to all registered suppliers via the E-Government Procurement portal and emailed to all registered Tenderers as a Notice to Tenderers.

Details of questions and answers provided during the tender process will be logged in the Electronic Tender Account accessible by all registered tenderers.

## 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 Agency, or any other member or organisation that may have an involvement with any aspect of the tender process.

## Selection Process

All tenders received in the Tender Box and/or Electronic Tender Account by the closing date and time will be assessed on whether they have conformed to the Mandatory Conditions. Failure to comply with these conditions will result in immediate exclusion from the Evaluation process. All Tenders deemed compliant will then proceed to the evaluation stage.

Evaluation of responses to this RFT will be in accordance with the Evaluation Criteria as described in Attachment 3.

Tender bids will be evaluated in Parts. Tender bids that meet the Mandatory Conditions will be shortlisted and evaluated against the Evaluation Criteria weighting as well as comparatively as a whole.

## Notification of Acceptance

Tenders shall remain valid for acceptance and shall not be withdrawn for a period of sixty (60) working days from the Closing Date of the tender.

Unsuccessful tenderers shall be notified in writing by the Principal or their representative within ten (10) working days of acceptance of the successful tender.

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

When the preferred Tenderer has been identified, the Principal will invite the Tenderer to enter into negotiations based on the draft contract in Attachment 4 to this RFT. Only when both parties have agreed to the terms of the contract and executed the contract, will the Principal formally issue a Letter of Acceptance to the successful Tenderer

The successful tenderer will be notified by the Principal or their representative in writing on a date yet to be confirmed, but within sixty (60) working days from the Closing Date of the tender.

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

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

Tenderers are entitled to the release of their evaluation report on request. Any requests for evaluation reports of other tenders must be processed under the Official Information Act 2009.

Tenderers have the right to make a complaint and may do so under the complaints process of the Cook Islands Government Purchase and Sale of Goods and Services Policy.

If no tender has been accepted within the period stated, the Principal will notify all Tenderers that no tender was accepted and may:

* Invite all Tenderers to provide additional information; and/or
* Re-advertise the RFT and extend the closing date of the Tender. Tenderers may either resubmit their tender or provide additional information to support their existing Tender already received by the Principal

At the conclusion of the tender process the outcome will be published on the procurement website showing the names of the successful Tenderer.

## 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.

## Non-Resident Tenderer

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 Investment Board (BTIB). Tenderers should inform themselves of the registration process and confirm in their Tender that they are willing to register once a Letter of Acceptance is issued. Any fees associated with the registration are to be covered by the Tenderer. Information can be found at [www.btib.gov.ck](http://www.btib.gov.ck).

# Mandatory Conditions

All tenders must conform to the Mandatory Conditions below. Any tender that fails to comply with one or more of the mandatory requirements will be deemed non-compliant and will be excluded from the evaluation process. Mandatory Conditions below are also reflected in Attachment 3 – Evaluation Criteria.

1. Tenders must be completed in the format contained in Attachment 2 of this RFT. If offers do not comply with the format contained in Attachment 2, they will be deemed non-compliant and may not be accepted.
2. Tenders must be deposited in the required form in the Tender Box or the Electronic Tender Account by the closing time as specified in this RFT.
3. All tenders and related documentation in respect of this RFT may be presented in the English or Maori language. Tenders presented in Maori or any other language must be provided with an English translation.
4. Tenderers are permitted to tender as a whole of the services as specified in the Tender Specifications or on any one or more parts of the tender, but must tender for the whole requirements of that part as specified in the Tender Specifications.
5. Tenders must be presented in hard copy format and/or electronic copy format as specified in this RFT. Telefax tenders will not be accepted.
6. All prices quoted must be inclusive of all relevant shipping/freight charges to the various Pa Enua as identified in Attachment 1 – Tender Specifications.
7. All prices must be in New Zealand dollars.

# Attachment 1 – Tender Specification Requirements

**Tender Specifications:**

**SHIPPING SERVICES FOR PA ENUA VEHICLES**

**Shipping Specification Requirements**

Tenderers may tender for either one or both of the following Parts.

|  |  |  |  |
| --- | --- | --- | --- |
| **PART** | **Shipping Service** | **Islands**  | **Vehicles** |
| **A** | Southern Group  | AITUTAKI, MANGAIA, ATIU, MAUKE | * 3x Underbone Motorcycle
* 3x Trail Motorbikes
* 1x Panel Van
 |
| **B** | Northern Group  | PUKAPUKA, PENRHYN, MANIHIKI | * 1x Underbone Motorcycle
* 2x Trail Motorbike
* 2x Mini Trucks
 |

**Voyage Schedules:**

Proposed voyage schedules for either Part (A and/or B) must cover voyages to the islands noted under each Part. Tenderers can determine the route. The agreed schedule must be published within one week of agreement with MFEM and each voyage must be undertaken within 3 business days of the agreed schedule (weather permitting).

**Price Schedule:**

In submitting an application Tenderers must provide information on their full schedule of rates for Shipping Services departing Rarotonga Port to the islands as detailed in either/both Parts above.

Unit rates, freight rate by volume (m³), and freight rate by weight (kg) for the voyages must be provided in A3 – Schedule of Prices. Tenderers may also attach additional documentation if required.

**Conditions:**

The ship used must have a license to operate and have a minimum cargo hold of 80 tonnes. The Tenderer must have a plan in place for the safe offloading of goods on each island, information on this must be provided.

The tenderer must take responsibility for reimbursement to government of any goods lost or goods damaged and rendered unusable during loading at Rarotonga port, shipping to and unloading at the islands.

**Completion Report:**

The successful Tenderer will be expected to provide a Completion Report to the Principal following completion of each voyage and as detailed in the Additional Terms of the Purchase Order. The Report must include confirmation that all goods have been received by correct Pa Enua Ministry Agents. In the case of damaged goods, the report needs to include a list of damaged goods and the extent to which they were damaged.

Attachment 2 – Tender Forms To Be Submitted

Instructions

1. Tenderers must complete and submit all of the following forms, in the formats provided in this Attachment:
* A1 – Tender Form
* A2 – Conflict of Interest Declaration
* A3 – Completed Schedule of Prices (excel worksheet)
* A4 – Proposed Subcontractors *(if applicable)*
* A5 – Preliminary Delivery Programme
* A6 – List of Referees you may contact in relation to this offer.
1. Tenderers who fail to supply all of the items listed in above, will be deemed non-compliant and will be excluded from the tender evaluation process.

## A1 – Form of Tender

**C/o CFC Secretariat
Ministry of Finance and Economic Management
PO Box 120**

|  |  |
| --- | --- |
| **Tender For:** | Cook Islands Government (CIG) – 1718 Shipping Services for Pa Enua Vehicles |
| **Supplier:** | [Name of Supplier] |

Having examined the Tender Documents in relation to Tender Reference No. CK171836 and dated 13/06/2018, released by the Ministry of Finance and Economic Management, 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 acknowledge receipt of the following Notices to Tenderers \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_. *(if applicable)*

We **agree/do not agree** to the Terms and Conditions of the Purchase Agreement in Attachment 4 of the said tender and do not propose any amendments.

We undertake to complete and handover of the **whole/parts** of the Contract for the Supply of Products and/or Services within the period stated in the Conditions of Tendering.

We agree to abide by this Tender for a period of sixty (60) working 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:

* A2 – Conflict of Interest Declaration
* A3 – Completed Schedule of Prices
* A4 – Proposed Subcontractors *(if applicable)*
* A5 – Preliminary Delivery Programme
* A6 – List of Referees you may contact in relation to this offer.

*If the tenderer is unable to agree to any clauses included in the Conditions to the Contract, it must set out in a table form the clause reference, reason why the tenderer cannot accept it and proposed alternative wording.*

|  |  |
| --- | --- |
| **Tenderers details:** |  |
| *Tenderers full name:* |  |
| *Tenderers trading name (if Company):* |  |
| *Contact person (if Company):* |  |
| *Postal address:* |  |
| *Physical address:* |  |
| *Phone number:* |  |
| *Mobile:* |  |
| *Email address:* |  |
|  |
| *Signature*  |  | *Date* |
| *Full Name* |  | *Position (if Company)* |

## A2 – Conflict of Interest Declaration

A conflict of interest arises if you or a close family member has an interest e.g. is a board or committee member or is employed in a senior position in the Government agency that wants to purchase the goods or services relating to this tender process.

In submitting this tender bid I declare:

* I understand that an actual, potential or perceived conflict of interest may arise in participating in this tender process and that I am obliged to declare any such conflict of interest.
* I confirm that in submitting this information that I have either declared any potential conflicts of interest or that I am not aware of any situation or issue that would conflict with the interest of the Principal.
* If a conflict of interest arises at any time before the selected supplier has been awarded, I will advise the Contact Officer or the Principal immediately.
* I have personally completed this declaration on behalf of the Supplier(s) and declare that the submitted tender bid provided are true and correct.

|  |
| --- |
| **I declare that I have a potential conflict of interest as follows:** |
|  |
|  |
|  |
|  |
| **I will manage this conflict of interest by:** |
|  |
|  |
|  |
| **Declared by:** |
| *Signature*  |  | *Date* |
| *Full Name* |  | *Position (if Company)* |

## A3 – Completed Schedule of Prices

 **Please refer to the Excel Attachment *CK171836 – A3\_Completed Schedule of Prices* for the following to complete:**

* Schedule of Prices (SOP)

Tenderers are required to fill out the Schedules of Prices (SOP).

Please note that all Part/s quoted must clearly show the VAT exclusive amount, the VAT amount and the total inclusive VAT amount as required under section 5.7.5 of the Policy.

As per the Mandatory Conditions, Tenderers must tender for the whole requirements of the Part/s as specified in the Tender Specifications.

All Parts quoted must clearly list all Required Details and meet all minimum Specifications as outlined in Attachment 1 – Tender Specification Requirements.

## A4 – Proposed Subcontractors (if applicable)

|  |  |
| --- | --- |
| **Subcontractor details:** |  |
| *Subcontractors* *full name:* |  |
| *Subcontractor s trading name (if Company):* |  |
| *Contact person (if Company):* |  |
| *Postal address:* |  |
| *Physical address:* |  |
| *Phone number:* |  |
| *Mobile:* |  |
| *Email address:* |  |
| *Works/Skills to be performed:* |  |
| *Educational/Technical Qualifications:* |  |
| *Work Experience:* |  |
| *Potential or Actual Conflicts of Interest:* |  |

## A5 – Preliminary Delivery Programme

Tenderers are required to submit a preliminary delivery programme outlining the delivery schedule from point of contract signing up to final point/s of delivery.

Tenderers providing a quote for Shipping Services must detail a delivery schedule departing from Rarotonga for all Islands detailed under Part A and/or Part B.

Tenderers may comment on the proposed schedule (as below), or suggest and submit an alternative schedule.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Part** | **Shipping Service** | **Island** | **Estimate ETD** | **Estimate ETA** |
| **A** | **Southern Group**  | **Aitutaki** |  |  |
| **Mangaia** |  |  |
| **Atiu** |  |  |
| **Mauke** |  |  |
| **B** | **Northern Group**  | **Pukapuka** |  |  |
| **Penrhyn** |  |  |
| **Manihiki** |  |  |

## A6 – List of Referees who may be contacted

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

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

# Attachment 2 – Evaluation Criteria

The Mandatory Conditions have been drawn from the Conditions of Tendering in this RFT. Tenders that do not meet the Mandatory Conditions are deemed non-compliant, and will not proceed into Evaluation.

## Mandatory Conditions

Tenders must pass all of the following requirements. Tenders that do not meet one or more of these conditions are deemed non-compliant and will not be considered.

|  |  |
| --- | --- |
| Criterion | CompliesYes or No |
| 1. Tender must be completed in the format contained in Attachment 2 of the RFT.
 |  |
| 1. Tenders must be deposited in the required form in the Tender Box and/or the Electronic Tender Account by the closing time specified in the RFT
 |  |
| 1. Proposal and related documentation must be in the English language or translated into English.
 |  |
| 1. Tenderers are permitted to tender as a whole of the services as specified in the Tender Specifications or on any one or more parts of the tender, but must tender for the whole requirements of that part as specified in the Tender Specifications.
 |  |
| 1. Tenders must be presented in hard copy and/or electronic copy format as specified in this RFT only.
 |  |
| 1. All prices quoted must be landed inclusive of freight and relevant charges to final point/s of delivery.
 |  |
| 1. All prices must be in NZ dollars
 |  |

## Evaluation Criteria

A Weighted Criteria methodology will apply to the evaluation of RFT bids per Output Part as follows:

|  |  |
| --- | --- |
| Criteria – Output 2: Pa Enua Shipping Services | Weight% |
| **Non-Price Criteria** |  |
| 1. Locally established company
 | 5 |
| 1. Acceptance of the contract terms
 | 5 |
| 1. Warranty/Insurance
 | 10 |
| 1. Past Performance
 | 10 |
| 1. Efficiency of Service
 | 15 |
| 1. Delivery Schedule
 | 15 |
| **Total Non-Price Elements** | **60** |
| Price | **40** |
| **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.

# Attachment 3 – DRAFT Contract Conditions

**SHIPPING SERVICES FOR PA ENUA VEHICLES:**



**Schedule for Services**

**Government**: Her Majesty the Queen in right of the government of the Cook Islands acting by and though the Secretary of the Ministry of Finance and Economic Management

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

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

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

Name:

Position:

Date:

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

**Project:** Theprovision of shipping services to the Pa Enua (Outer Islands) for vehicles purchased through the CIG 1718 Vehicle Tender.

**Scope and Nature of the Services:**

**Shipping Services for Pa Enua Vehicles**

1. Shipping and related charges for transfer of vehicles from Rarotonga to Pa Enua (Southern Group)
	* 1. AITUTAKI, MANGAIA, ATIU, MAUKE
2. Shipping and related charges for transfer of vehicles from Rarotonga to Pa Enua (Northern Group)
	* 1. PUKAPUKA, PENRHYN, MANIHIKI
* **Conditions:**

The ship used must have a license to operate and have a minimum cargo hold of 80 tonnes. The Tenderer must have a plan in place for the safe offloading of goods on each island, information on this must be provided. The tenderer must take responsibility for reimbursement to government of any goods lost or goods damaged and rendered unusable during loading at Rarotonga port, shipping to and unloading at the islands.

**Delivery Schedule**: Each voyage must be undertaken within 3 business days of the agreed schedule (weather permitting).

**Contract Price**: To be confirmed

**Payment Schedule**:

* The Government will pay the Supplier
	+ 70% upon signing on the contract
	+ 30% after completion of the shipment.
		- Payment will be made within five working days after receipt of the:
			* Detailed tax invoice; and
			* Government’s approval of the content of the Completion Report.
* Government reserves the right to deduct from the payment invoice a reasonable sum if the completion report and supporting documents are not provided within the required time frame.
* Payment will be made to the Supplier’s bank account:

Bank:

Account Name:

Account Number:

**Insurance**: All insurances covering ship damage, and cargo are fully insured by the successful tenderer until completion of this contract. A copy of the relevant insurance policies must be provided to the Government three working days prior to signing this contract.

**Contact Persons**:

Government Contact: [insert details]

Supplier Contact: [insert details]

**Additional Terms**:

* Completion Report: The Supplier must provide a Completion Report to Government within 10 working days of completion of each voyage.
* The Completion Report must include:
	+ a properly completed Schedule 1 as provided in this contract.
	+ a signed declaration, as provided in this contract, that Schedule 1 is true and correct and that goods have been delivered to the address stated on the goods and that the goods have not been damaged in transit.
	+ In the event that goods have been damaged in transit, a list identifying the damaged goods and to whom they were to be delivered and the extent of the damage must be attached to the Completion Report.
* The Principal reserves the right to withhold final payment until corroboration is received from relevant Pa Enua Agent/s confirmation receipt of all goods and condition of goods.
* The Parties agree that all damage is that of the Supplier between the point of acceptance of cargo into its care to the point that the cargo passes over the rail of the vessel at the time of its unloading at the point/s of destination; unloading and lighterage is otherwise at the risk of the consignee for all purposes
* The parties agree that unless the Supplier endorses its bill of lading, prior to shipment, to indicate damage or loss of a consignment as received at the point/s of acceptance, it accepts the consignment as being received in undamaged condition (without however accepting liability for damage not apparent from visual inspection).
* Monitor Inspection: The Government will advise the Supplier of the name of the specifically selected person/s (Monitor) who
	+ Must be present for the duration of offloading and have a fully charged camera or camera equipped cellphone for use in recording damage to cargo, if applicable.
	+ Must record particulars of all assigned cargo being offloaded onto the lighter or wharf
	+ If the Monitor fails or refuses to present themselves for the purposes of performing these duties at the time needed for discharge, the Supplier will be entitled to discharge cargo regardless and, as between the Government and the Supplier, that cargo must be treated as being undamaged at the point of passing over the rail of the vessel.
* Variations: The parties may vary the terms and conditions of this contract by agreement in writing.
* Despite clause 14 of the Terms and Conditions of Supply of Services in Schedule 2, a breach of these Additional Terms may result in this contract being terminated and payment withheld.

**TERMS AND CONDITIONS FOR SUPPLY OF SERVICES**

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

1. **APPLICATION**

These terms and conditions apply to all purchases of 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.

1. **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 quoted in the Purchase Order is for a grant towards the voyage, the balance of costs of the services are to be provided by the Supplier.

2.3. The Supplier is not entitled to claim expenses, surcharges or margins or disbursements

1. **DELIVERY**

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

3.2. The Services shall be delivered and rendered in a prompt and timely manner on or within the delivery dates 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 rending 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 Services are not supplied on the supply dates or times specified in the Purchase Order.

3.5. All Services must be supplied as specified in the Purchase Order. The Supplier shall make itself aware of any special requirements when supplying the Services to any of the Islands. .

3.6 The Government may use other suppliers for the supply of Services, or services of the same nature as the Services, at any time.

1. **IDENTIFICATION**

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

1. **QUALITY, INSPECTION AND ACCEPTANCE**

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

5.1. All Services shall be in accordance with any requirements set out in these terms and conditions and/or in the Purchase Order. These obligations survive acceptance of the 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 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 rendering of the Services.

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

5.5. The rendering of the Services, shall be subject to inspection and testing at all reasonable times and places by the Government (or those parties to whom the Government renders the Services) 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. A lack of Government inspection does not relieve the Supplier of any responsibility to perform its obligations according to these terms and conditions.

1. **PAYMENT**

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

6.2. Any invoices provided by the Supplier which have not met the requirements of this Payment clause and the Payment Schedule in the Purchase Order will not be accepted.

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

1. **CONFLICT**

7.1. The Supplier confirms it has no knowledge of any conflict of interest in rendering the Services.

7.2. If any conflict arises or has the potential to arise during the rending of the 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.

1. **ASSIGNMENT**

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

1. **NOTICES**

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

9.2. 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.

9.3. Subject to clause 9.4, 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.

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

1. **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.

1. **REMEDIES**

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

1. **INSURANCES**

12.1. 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.

12.2. 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.

1. **LAW**

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

1. **TERMINATION FOR CONVENIENCE**

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

1. **GENERAL WARRANTIES**

The Supplier represents, warrants and undertakes that:

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

15.2. 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;

15.3. 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;

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

15.5. 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.

1. **DISPUTE RESOLUTION**

In the event of a dispute arising between the parties in respect of any matter in relation to this Agreement, the authorised representatives of each party will negotiate a resolution. If the dispute cannot be resolved by negotiation within five days of service by one party to the other of the written notice of a dispute arising, the dispute will be referred to arbitration under the Arbitration Act 2014.

1. **EXTRAORDINARY EVENT**

17.1. For the purpose of this provision and Extraordinary Event means an event that is beyond the reasonable control of the party immediately affected by the event such as acts of God, lightning strike, tsunami, flood, storm, explosion, fire, pandemic and any natural disaster.

17.2. No party will be liable to any other for any failure to perform its obligations under this Agreement if the failure is due to an Extraordinary Event.

17.3. A party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other party as soon as reasonably possible after the Party first became aware of the cause and its supervening effects. The Notice must state:

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

b. The extent of that party’s inability to perform under this Agreement;

c. The likely duration of that non-performance; and

d. What steps are being taken to remedy, or reduce the impact of the Extraordinary Event on the delivery of the Services.