**Request for Tender**



Third National Communication Consultant

|  |  |
| --- | --- |
| Reference No: | CK181907 |
| Date of Release: | 30th November 2018 |

Office of the Prime Minister

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

Contact Officer: Celine Dyer

celine.dyer@cookislands.gov.ck

TENDER CLOSING TIME: **3.00 pm (CI Time) Monday 17th December 2018**

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# 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 | Office of the Prime Minister, Climate Change Cook Islands division |
| 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

## Background

The Cook Islands ratified the United Nations Framework Convention on Climate Change (UNFCCC) in 1994, and submitted its Initial National Communication (INC) Report to the Conference of the Parties in 1999. Work on the Third National Communication (TNC) began in 2016, with the aim of having it completed in 2018. The TNC project is funded by the Global Environment Facility (GEF), implemented through United Nations Environment Programme (UNEP) and executed by the Climate Change Cook Islands Division of the Office of the Prime Minister, Government of the Cook Islands.

The National Communication is a country obligation under the UNFCCC. It is an audit report of climate change actions both mitigation and adaptation developed in compliance with the Inter-governmental Panel on Climate Change (IPCC) methodologies and guidelines. The INC and Second National Communication (SNC) were developed by the National Environment Services (NES) with the SNC endorsed in 2011. National Communication is produced every five years.

## Summary of Requirements

Through this Request for Tender (RFT) the Principal seeks a consultant to lead the work on the Cook Islands Third National Communication and complete the Report in collaboration with national counterpart/s ensuring national and international priorities and requirements of the United Nations Framework Convention on Climate Change are fulfilled.

The consultancy has the following objectives;

1. To fulfil the agreed work plan between the Office of the Prime Minister, Climate Change division and UNEP for the development of the TNC Report, excluding the Greenhouse Gas (GHG) and Mitigation components of the work plan.
2. Ensure that the work on the components and activities of the work plan are carried out in a timely manner to meet the agreed deadline of the contract agreement.
3. Where necessary to collaborate with the GHG and Mitigation consultants on relevant areas of the work plan.
4. Ensure the accuracy, relevance and quality of information in the development of the report that meets the quality assurance standards of the UNFCCC.
5. Provide mentorship and technical advice to the Adaptation Technical Working Group and relevant stakeholders.

Tenders will be accepted for whole of the tender requirements per Attachment 1.

# 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:** Celine Dyer **Title:** Climate Change Coordinator **Address:** Office of the Prime Minister, Climate Change Cook Islands, Avarua, Rarotonga, Cook Islands

**Phone:** (+682) 25 494, extn 7016 **E-mail:** celine.dyer@cookislands.gov.ck

## MFEM Tender Contact

The MFEM Tender Contact for this tender is:

**Name of Person: Mercedes Tongia**
**Title:** Procurement Officer
**Address:** PO Box 120, Rarotonga, Cook Islands
**Phone:**  (682) 29 511
**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 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** |
| 77101700 | Environmental advisory services |

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

Should there be any issues registering please advise the MFEM Tender Contact as soon as possible and alternative registration processes will be advised. The MFEM Tender Contact 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: 3.00 pm (CI Time) Monday 17th December 2018**

It is the Tenderer’s responsibility to ensure that their tender reaches the Tender Box located at the Office of the Prime Minister, Climate Change Office 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:

* Office of the Prime Minister, Climate Change
* Tender for Third National Communication Consultant
* Tender ID: CK181907
* Attention: Celine Dyer

Hard copy tenders must be placed in the Tender Box located at the Office of the Prime Minister, Climate Change Office 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 the responses to this RFT will be in accordance with the Evaluation Criteria described in Attachment 3.

## 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

Drawings, 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). 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 Tender 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).

# 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 must tender to provide services for the whole of the services 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 must be in New Zealand dollars.

#

# Attachment 1 – Tender Specification Requirements

## Tender Specifications

About this document

This document specifies the terms of reference for the *Third National Communications Consultant*

**Background**

The Cook Islands ratified the United Nations Framework Convention on Climate Change (UNFCCC) in 1994, and submitted its Initial National Communication (INC) Report to the Conference of the Parties in 1999. Work on the Third National Communication (TNC) began in 2016, with the aim of having it completed in 2019. The TNC project is funded by the Global Environment Facility (GEF), implemented through United Nations Environment Programme (UNEP) and executed by the Climate Change Cook Islands Division of the Office of the Prime Minister, Government of the Cook Islands.

The National Communication is a country obligation under the UNFCCC. It is an audit report of climate change actions both mitigation and adaptation developed in compliance with the Inter-governmental Panel on Climate Change (IPCC) methodologies and guidelines. The INC and Second National Communication (SNC) were developed by the National Environment Services (NES) with the SNC endorsed in 2011. National Communication is produced every five years.

**Goals and Outcomes**

A consultant is required to lead the work on the Cook Islands Third National Communication and complete the Report in collaboration with national counterpart/s ensuring national and international priorities and requirements of the UNFCCC are fulfilled.

**Outputs of the Consultancy**

The consultant will be responsible for building capacity of the relevant Technical Working Groups (TWGs) and counterpart/s. The consultant will also ensure the delivery of the following tangible outcomes;

1. Reports and summaries stipulated under the different components of the work plan.
2. Produce the final TNC Report to the UNFCCC according to the guidelines provided in the work plan.
3. Deliver V&A training to TWG and counterpart/s
4. Develop and Produce other materials according to the work plan
5. Presentation of the final report to stakeholders
6. Deliver public awareness programs in Cook Islands Maori
7. Conduct monitoring, evaluation and research where relevant
8. Develop and submit a final project report and consultancy report

**Outputs**

| **Component** | **Output** | **Inputs/tasks** | **Due date** |
| --- | --- | --- | --- |
| 1. | Report on National Circumstances inclusive of national frameworks | * Review chapter on national circumstances including updating the information related to; a) natural resource conservation and utilization; b) demographic situation, trend and distribution; c) social and economic progress; d) national policies and plans, related sustainable social and economic development, climate change among others.
* Prepare draft on national circumstances, circulate to relevant counterparts, consolidate feedback and finalise the chapter on national circumstances.
 | March 2019  |
| 2.  | Summary report on measures to facilitate adequate adaptation to climate change | * Facilitate and conduct a training workshop to enhance the capacity of the TWG on the specific approaches, tools/models and methods to be used for V&A assessments.
* Carry out coastal mapping to gather information on sea level rise.
* Monitor and evaluate adaptation projects and V&As and produce a results and outcomes report.
* Identify adaptation options, strategies and measures and conduct an assessment on each for their cost effectiveness.
* Compile draft report on measures to facilitate adequate adaptation and circulate to relevant stakeholders, consolidate responses and finalise section.
 | May 2019 |
| 3 | Chapter on Other Information Considered Relevant to the achievement of the Objectives of the UNFCCC  | * Climate change considerations integrated into social, economic and environmental policies and actions.
* Monitor progress, identify gaps and needs and include section into TNC.
* Review progress of V&A and mitigation technology transfer and identify gaps and needs.
* Facilitate training on technology transfer.
* Prepare report for inclusion in TNC.
* Monitor and evaluate research and systematic climate observation.
* Prepare a summary report on research and systematic observations for inclusion in the TNC.
* Information on education, training and public awareness reviewed and updated
* Review of progress in education, training and public awareness, identify gaps and needs.
* Prepare summary on education, training and public awareness for incorporation in the TNC.
 | May 2019 |
| 4 | Report on constraints, gaps related to financial, technical and capacity needs | * Analyse constraints, gaps related to financial, technical and capacity needs in all sections above.
* Compile, review and include the chapter on constraints, gaps, related financial and technical and capacity needs and include in the TNC.
 | May 2019 |
| 5 | Compilation and production of the TNC, submission and dissemination | * Compile the draft TNC and circulate for review and comments and consolidate responses.
* Facilitate a national stakeholder workshop to present final report and submit the report to Climate Change Cook Islands, Office of the Prime Minister.
 | June 2019 |

**Methodology**

Proposers are invited to submit their own methodology for the achievement of the goal, outcomes and outputs. This should not exceed 3 pages. The methodology submission should include costing to deliver each of the tasks and description of how outputs will be achieved.

Relevant reports/documentation:

* Cook Islands Second National Communication under the United Nations Framework Convention for Climate Change

**Governance and management**

The consultant is to report to the Director of Climate Change Cook Islands.

The project station is housed at the Climate Change Cook Islands office, at the Office of the Prime Minister.

**Expected Competencies**

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

* An advanced degree (at least MSc or Ph. D.) in environmental science or other related field.
* Local experience in the field of climate change
* Familiarity with National Communication, international negotiations and processes under the United Nations Framework Convention on Climate Change (UNFCCC).
* Substantial experience in government and inter-ministerial procedures
* Excellent computer skills in Microsoft office programmes and familiar with statistics software
* Excellent command of Maori and English both written and verbal

# 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
* A4 – Proposed Subcontractors *(if applicable)*
* A5 – Preliminary Delivery Programme
* A6 – List of Referees you may contact in relation to this offer.

2. 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

**Office of the Prime Minister – Climate Change**

**Rarotonga, Cook Islands**

**Attention: Celine Dyer**

|  |  |
| --- | --- |
| **Tender For:** | Third National Communication Consultant |
| **Supplier:** | [Name of supplier] |

Having examined the Tender Documents in relation to Tender Reference No. CK181907 and dated 30/11/2018 released by the Office of the Prime Minister, 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 Notices \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_.

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** of the Contract 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 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

| **Component** | **Output** | **Cost $ (Exclusive VAT)** | **VAT** | **Cost $ (Inclusive VAT)** |
| --- | --- | --- | --- | --- |
| 1. | Report on National Circumstances inclusive of national frameworks |  |  |  |
| 2.  | Summary report on measures to facilitate adequate adaptation to climate change |  |  |  |
| 3 | Chapter on Other Information Considered Relevant to the achievement of the Objectives of the UNFCCC  |  |  |  |
| 4 | Report on constraints, gaps related to financial, technical and capacity needs |  |  |  |
| 5 | Compilation and production of the TNC Report, submission and dissemination |  |  |  |
|  | **Total Proposed Cost** |  |  |  |

## 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

Please indicate your proposed methodology to achieve the following outputs. Further detail in respect to background and expected deliverables is provided in Attachment 1 Tender Specification Requirements. Your methodology will address how you plan to approach each output.

## 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 3 – 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 must tender to provide the whole of the services specified in the RFT.
 |  |
| 1. Tenders must be presented in hard copy and/or electronic copy format as specified in this RFT only.
 |  |
| 1. All prices must be in NZ dollars
 |  |

## Evaluation Criteria

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

|  |  |
| --- | --- |
| Criteria | Weight% |
| **Non-Price Criteria** |  |
| 1. Locally established company Locally supplied resources (labour and/or materials)
 | 5 |
| 1. Acceptance of the contract terms
 | 5 |
| 1. Relevant skills
 | 10 |
| 1. Past Performance
 | 5 |
| 1. Technical Skills
 | 10 |
| 1. Resources
 | 5 |
| **Total Non-Price Elements** | **40** |
| Price | 60 |
| **TOTAL WEIGHTING** | **100** |

## Risk

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

The risk mitigation strategy may include the inclusion of specific clauses in the executed contract. Therefore, a Tender considered to be high risk might still be selected subject to the Tenderer’s willingness to accept the proposed contract amendments.

# Attachment 4 – Contract Conditions

****

**Schedule**

**Government**: Her Majesty the Queen in right of the government of the Cook Islands acting by and through the Chief of Staff

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

Name:

Position:

Date:

**Consultant**: [Insert Consultant details]

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

Name:

Position:

Date:

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

**Project:** Third National Communication Consultant

**Location:** Rarotonga, Cook Islands

**Scope and Nature o**f **the Services:**  To lead the work on the Cook Islands Third National Communication and complete the Report in collaboration with national counterpart/s ensuring national and international priorities and requirements of the United Nations Framework Convention on Climate Change are fulfilled in accordance with the specifications set out in Attachment 1 of the RFT.

**Programme for the Services:** As per RFT Attachment 1 – Tender Specifications Requirements, Outputs

**Fees and Timing of Payments:**

* 25% on contract award;
* 25% on production of draft Third National Communication; and
* 50% on production and acceptance of final Third National Communication

The Director, Climate Change Cook Islands, reserves the right to withhold remuneration if, in his/her opinion, the work done under this Agreement is unsatisfactory, incompetent, or incomplete.

**Insurance:**

The Consultant shall

1. take out and maintain at its own cost but on terms and conditions approved by the Government, professional indemnity insurance**,** and where necessary travel/medical insurance; and
2. at the Governments request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

**Contact Person**:

Government Contact:

Consultant Contact:

**Special Conditions:**

1. The Consultancy fee excludes travel arrangements to the Pa Enua, the region and internationally. All work related travel must be approved by the Director of Climate Change Cook Islands.
2. Unless otherwise stated in this Agreement, the title rights, copyrights and all other rights in any material produced under the Agreement shall be the exclusive property of Climate Change Cook Islands, and Government of the Cook Islands.
3. The Consultant must notify the Director, Climate Change Cook Islands in writing as soon as any delay arises beyond the Consultant's control together with an estimate of further time required for the completion of all work under this Agreement including the Report.
4. The completion date of Agreement may be extended by the Director, Climate Change Cook Islands if notification has been received in accordance with preceding paragraph and the Director considers the extension justified.
5. Unless otherwise stated in the Agreement, the Consultant will maintain the confidentiality of all information and data obtained during the course of the Agreement.
6. Subject to the preceding paragraph, Any Reports, Working Papers and other material obtained or produced during the course of the Agreement and the Final Report shall be the property of Climate Change Cook Islands and, Government of the Cook Islands.

**CONDITIONS OF ENGAGEMENT: CONSULTANT**

The Government agrees to engage the Consultant and the Consultant agrees to provide the Services described in the Schedule.

1. **Services**: The Consultant shall perform the Services as described in the attached Schedule.
2. **Skill**: In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. **Independent Judgment**: Where the Services require the Consultant to certify, decide or use discretion under a contract between the Government and a third party, the Consultant must act independently, and with professional skill and judgment, and according to the terms of the contract between the Government and the third party.
4. **Key Personnel**: The Key Personnel for the provision of the Services are as listed in the Schedule. Any change to the Key Personnel requires the written consent of the Government.
5. **Confidentiality**: The Consultant must keep confidential all information provided by the Government in relation to this Agreement and not disclose the same without the written consent of the Government.
6. **Public Statements**: The Consultant must not make any public statements about the Services or this Agreement without the Government’s written approval.
7. **Delay**: If at any time the Consultant’s performance falls behind the programme set out in the Schedule then the Consultant shall notify the Government and, where the delays are due to matters within the control of the Consultant, shall take all practicable steps to remedy such delay.
8. **Information**: The Government shall provide to the Consultant, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Government’s prior consent, use information provided by the Government for purposes unrelated to the Services.
9. **Variations**: The Government may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Government or any other circumstance is a Variation the Consultant shall notify the Government as soon as practicable.
10. **Payment**: The Government shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the Schedule and all amounts are payable in New Zealand dollars.
11. **Purchase of Goods**: Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or services shall be payable by the Government provided that the Consultant first obtains the written consent of the Government. The Consultant shall maintain records which clearly identify time and expenses incurred.
12. **Liability**: Where the Consultant breaches this Agreement, the Consultant is liable to the Government for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Neither the Government nor the Consultant shall be liable to the other under this Agreement for indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
13. **Insurance**: The Consultant shall take out and maintain for the duration of the Services such insurances as are specified in the Schedule.
14. **Contribution to Loss**: If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. **Intellectual Property**: Intellectual property prepared or created by the Consultant in carrying out the Services (“New Intellectual Property”) shall be owned by the Government. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Government shall, after payment by the Government, lie with the Government.
16. **Termination**: The Government may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Consultant may, in the event the Government is in material default, terminate the Agreement by notice to the Government. Any suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
17. **Jurisdiction**: This Agreement is governed by the Cook Islands law and the Cook Islands courts have jurisdiction in respect of this Agreement.
18. **Assignment**: The Consultant must not assign, transfer or subcontract all or part of its rights or obligations under this Agreement without the Government’s written consent, such consent to be provided at the Government’s absolute discretion.
19. **General Warranties**: The Consultant represents, warrants and undertakes that:
	1. it has full power, capacity and authority to execute, deliver and perform its obligations under this Agreement;
	2. it has and will continue to have, all necessary consents, permissions, licences and rights to enter into and perform its obligations under this Agreement;
	3. there are no existing agreements, undertakings or arrangements which prevent it from entering into this Agreement or which would impede the performance of its obligations under this Agreement;
	4. it has not offered any inducement in connection with the entering into or negotiation of this Agreement; and
	5. it has not (nor is any of its representative directors or employees) a party to any litigation, proceedings or disputes which could adversely affect its ability to perform its obligations under this Agreement.
20. **Dispute Resolution**: In the event of a dispute arising between the parties in respect of any matter relating to this Agreement, the authorised representatives of the parties must resolve the dispute in the first instance by negotiation. If the dispute cannot be resolved by negotiation within five days of the notice of dispute having been served by one party on the other, the parties may seek resolution by mediation or under the Arbitration Act 2014.
21. **Extraordinary Event**: If the services are interrupted by an extraordinary event, the obligations on each party are suspended during the extraordinary event. Neither party will be liable to the other party for any loss or damage caused by the extraordinary event. Each party must take all steps reasonably practicable to mitigate the effects of the extraordinary event. For the purpose of this clause an “extraordinary event” is a circumstance beyond the parties’ control including war, riot, crime, or strike or any act of God such as cyclone, tsunami or flood.