**Request for Proposals**



**Cook Islands Social Impact Fund**

**- Programme Funding**

|  |  |
| --- | --- |
| **Reference No:** | **161720** |
| **Date of Release:** | **03 February 2017** |

**Ministry of Internal Affairs**

All queries regarding this Request for Proposal should be directed to: Contact Officer

Angeline Tuara : angeline.tuara@cookislands.gov.ck]

**TENDER CLOSING TIME**: [3.00pm (CI Time) [Tuesday 28 February 2017]

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**Table of Contents**

[**GLOSSARY AND DEFINITIONS** 5](#_Toc473106989)

[**INTRODUCTION** 6](#_Toc473106990)

[Summary of Requirements 6](#_Toc473106991)

[**CONDITIONS OF TENDERING** 6](#_Toc473106992)

[Contact Officer 6](#_Toc473106993)

[Tender Registration 6](#_Toc473106994)

[Proposal Closing Time 6](#_Toc473106995)

[Submission of Tender 7](#_Toc473106996)

[Hard Copy Submission: 7](#_Toc473106997)

[Electronic Copy Submission: 7](#_Toc473106998)

[Conflict of Interest Declaration 7](#_Toc473106999)

[Further information or clarifications 7](#_Toc473107000)

[Probity 8](#_Toc473107001)

[Selection Process 8](#_Toc473107002)

[Notification of Acceptance 8](#_Toc473107003)

[**MANDATORY CONDITIONS** 9](#_Toc473107004)

[**SPECIAL CONDITIONS** 10](#_Toc473107005)

[**ATTACHMENT 1 – TENDER SPECIFICATION REQUIREMENTS** 11](#_Toc473107006)

[Programme Funding Background 11](#_Toc473107007)

[Introduction 11](#_Toc473107008)

[Purpose 11](#_Toc473107009)

[Funding Principles and Practices 11](#_Toc473107010)

[Goals, Outcomes and Outputs 12](#_Toc473107011)

[Structure 12](#_Toc473107012)

[Fund Beneficiaries 12](#_Toc473107013)

[Programme Funding Requirement 12](#_Toc473107014)

[Priority Areas 12](#_Toc473107015)

[Eligibility Criteria – Programme Funding 13](#_Toc473107016)

[Non-Eligible Activities and Costs 14](#_Toc473107017)

[Monitoring & Reporting 14](#_Toc473107018)

[Approved Programme Funding applications 14](#_Toc473107019)

[Successful applications 14](#_Toc473107020)

[**ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED** 15](#_Toc473107021)

[**A1 – Form of Tender** 16](#_Toc473107022)

[**A2 – Conflict of Interest Declaration** 18](#_Toc473107023)

[**A3 – Completed Schedule of Prices** 19](#_Toc473107024)

[**A4 – Proposed Subcontractors (if applicable)** 20](#_Toc473107025)

[**A5 – Background** 20](#_Toc473107026)

[**A6 – Proposed Programme** 21](#_Toc473107027)

[**A7 – List of Referees who may be Contacted** 23](#_Toc473107028)

[**A8 – Results Measurement Framework for CSO’s** 24](#_Toc473107029)

[**A9 – Monitoring Work-plan** 25](#_Toc473107030)

[**ATTACHMENT 3 – EVALUATION CRITERIA** 26](#_Toc473107031)

[**Mandatory Conditions** 26](#_Toc473107032)

[**Evaluation Criteria** 26](#_Toc473107033)

[**Risk** 27](#_Toc473107034)

[**ATTACHMENT 4 – CONTRACT CONDITIONS** 28](#_Toc473107035)

[**ATTACHMENT 5 – Social Impact Fund Policy** 36](#_Toc473107036)

[**ATTACHMENT 6 – Reporting Template** 37](#_Toc473107037)

**GLOSSARY AND DEFINITIONS**

|  |  |
| --- | --- |
| **TERM** | **EXPLANATION** |
| BTIB | Business Trade Investment Board |
| CIG | Cook Islands Government |
| CSO’s | Civil Society Organisations |
| DCD | Development Coordination Division |
| MFEM | Ministry of Finance and Economic Management |
| MOJ | Ministry of Justice |
| MOH | Ministry of Health |
| MOU | Memorandum of Understanding |
| Paris Declaration | Assessment of proposals will be made against the principles of the Paris Declaration that are based on – Ownership, Alignment, Harmonisation, Results and Mutual Accountability |
| Principal | Ministry of Internal Affairs |
| RFP | Request for Proposal |
| SIF | Social Impact Fund |
| SIF Board | The Social Impact Fund (SIF) Board is responsible for the governance of the SIF. This group of people are also the Tender/Evaluation Team for this tender. |
| Tender/Evaluation Team | The group of people responsible for the management of the tender process and includes those people who are specifically responsible to evaluate Tenders. |
| Working Day | Monday, Tuesday, Wednesday, Thursday, or Friday (exception of public holidays) |

**INTRODUCTION**

# Summary of Requirements

Through this RFP, the Ministry of Internal Affairs wishes to seek proposals from organisations capable of providing civil society services - Civil Society Organisations (CSO’s) under the Social Impact Fund - Programme Funding component. These CSO’s are expected to deliver services that directly benefit those most vulnerable groups and communities in our society. The fund supports services and projects that can deliver outcomes in the following priority areas - Gender equality, Children & Youth, Elderly, Disabilities, Domestic Violence and Mental Health.

RFP forms can either be picked up from the Ministry of Internal Affairs, or can be e-mailed or downloaded from the MFEM and or MOIA website.

**CONDITIONS OF TENDERING**

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

# Contact Officer

The Contact Officer for this tender is:

**Name of Person:** Angeline Tuara

**Title:** SIF National Coordinator, Cook Islands Ministry of Internal Affairs

**Phone:** +682 29-378/+682 29-370 **E-mail:** angeline.tuara@cookislands.gov.ck

# Tender Registration

Prospective Tenderers should register their interest to participate in this RFP process by emailing the Contact Officer who will acknowledge receipt of the registration. Only registered Tenderers will receive notices directly as and when they are issued. It is the responsibility of the Tenderer to ensure they are properly registered for this RFP. The Principal reserves the right to extend the list of registered Tenderers beyond those who register interest in this RFP.

# Proposal Closing Time

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

**Proposal Closing Time and Date: 3.00pm (CI Time) Tuesday 28 February 2017**

It is the Tenderer’s responsibility to ensure that their proposal reaches the Electronic Tender Account or the tender box located at the Ministry of Internal Affairs 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 RFP 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 Internal Affairs
* Cook Islands Social Impact Fund - Programme Funding – 2017
* 3.00pm (CI Time) Tuesday 28 February 2017

Hard copy tenders must be placed in the Tender Box located at the office of the Principal 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 shall be submitted by emailing the tender bid as a pdf file to [tenders@cookislands.gov.ck](mailto:tenders@cookislands.gov.ck) with the subject line Cook Islands Social Impact Fund - Programme Funding – 2017. Tenders must be received in the inbox of [tenders@cookislands.gov.ck](mailto:tenders@cookislands.gov.ck) 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 receipt time on the inbox will be used as the receipt time for the purposes of ensuring a tender is within the time limits.

The Electronic Tender Account will send a confirmation of receipt email in response to your electronic submission. If you do not receive a confirmation of receipt email within five working days please contact the Contact Officer for this tender.

# 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 RFP must be directed to the **Contact Officer**. Tenderers should note that to ensure no disadvantage to any Tenderers, responses to questions pertaining to this RFP 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 RFP will be uploaded to Cook Islands Government Procurement Website at [www.procurement.gov.ck](http://www.procurement.gov.ck) and the Principal’s website at intaff@gov.ck

Questions related to the RFP will close **Wednesday 22nd February 2017.**

# 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 or the Electronic Tender Box 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 RFP will be in accordance with the Evaluation Criteria described in Attachment 3.

Once all tenders have been assessed against the evaluation criteria they will then be shortlisted.

Short listed tenders will be further assessed against the Special Conditions and the funds available for distribution.

# 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 RFP. 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 RFP.

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.

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 RFP 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). 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 RFP. 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 RFP.
3. All tenders and related documentation in respect of this RFP 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 may tender to provide services for one or more of the 6 priority areas as specified in this RFP but they must tender for the whole of the requirement of that area.
5. Tenders must be presented in hard copy format and/or electronic copy format as specified in this RFP. Telefax tenders will not be accepted.
6. All prices must be in New Zealand dollars.

**SPECIAL CONDITIONS**

Programme Funding is for the delivery of targeted services to a specified priority area for up to 3 years. CSO’s should itemise the full cost of service delivery and include a budget to this effect. Proposers must:

* Be a registered CSO with the Principal, an Incorporated Society or Trust with the MOJ
* Demonstrate a proven track record in delivering services aligned with the priority areas
* Have sound operating policies and procedures in place that may include a strategic plan, volunteer and fundraising policy
* Have strong financial management, monitoring, evaluating and reporting systems in place
* Provide evidence of a needs analysis to demonstrate the need or demand for the proposed service e.g letters of support, data showing numbers of potential clients or use of existing research or
* Attach a letter or MOU to show commitment of the partners that proposers anticipate working with to ensure the most effective use of funds
* CSO’s providing similar services are encouraged to submit joint proposals

**ATTACHMENT 1 – TENDER SPECIFICATION REQUIREMENTS**

# Programme Funding Background

## Introduction

The Social Impact Fund (SIF) is a contestable fund administered by the Principal and financed by the CIG to support the Civil Society Sector under a three year funding agreement from February 2017 to February 2019.

## Purpose

The SIF provides for the delivery of quality services by Civil Society organisations on behalf of the CIG to meet the needs of those most vulnerable and is focused on the following priority areas:

* Gender equality,
* Children and youth,
* Disabilities,
* The Elderly,
* Domestic violence,
* Mental health,
* Cross cutting - for proposals that meet the needs of more than one of the above priorities may be considered provided that clear links can be shown to benefit those areas.

## Funding Principles and Practices

The fund is guided by the following principles:

* Selection will be based on the merit of proposals received, with assessments made against the principles of the Paris Declaration on :- ownership, alignment, harmonisation, results and mutual accountability
* Support and training will be provided in results-based planning, delivery and reporting on funded projects and programmes to enable organisations to more effectively account for contracted outcomes.
* Allocation of resources will reflect greater emphasis on programme funding
* Accountable, consistent and transparent processes throughout the whole funding cycle
* In recognition of the value of multiyear funding, long term partnerships will be sought with CSO’s

CSO’s and community groups that receive funding from the Social Impact Fund are expected to maintain high standards of governance and conduct, and to satisfactorily meet their reporting and accountability obligations.

In addition Programme funding will be allocated in an equitable and contestable process, consistent with the Government standards of accountability and transparency in-line with this RFP and the CIG Purchase and Sale of Goods and Services Policy 2016 (Procurement Policy).

## Goals, Outcomes and Outputs

The goal, outcomes and outputs of the fund are as Follows:

|  |  |
| --- | --- |
| **Goal** | |
| Improved wellbeing of vulnerable people through the contribution of Civil Society | |
| **Outcomes and Outputs** | |
| Long Term | * Targeted needs of vulnerable people met through delivery of quality services by Civil Society |
| Medium Term | * CSOs are delivering quality services in priority areas that are aligned to community needs and complement government services |
| Short Term | * Strategic and targeted support to CSO’s * Improved capacity of CSO’s to deliver targeted programmes and projects * CSOs monitor activities and demonstrate results through results based reporting |
| Outputs | * CSO Partnership Policy, Principal’s Policies * Social Impact Fund administration processes and documents * Training and support to CSOs |

## Structure

The SIF has two contestable components. **Component one: Programme Funding** is for the delivery of services by registered CSOs for up to three years. **Component two: Project** **Funding** is for small scale one off initiatives for up to one year.

## Fund Beneficiaries

CSOs are expected to deliver services and projects that directly benefit those groups and communities most vulnerable in society, including the Pa Enua. This fund is focussed on the following priority areas: gender equality, disabilities, the elderly, children and youth, domestic violence and mental health

Applications must indicate which priority area their proposal aligns to and which outcome/s the proposed service or project will contribute to.

# Programme Funding Requirement

## Priority Areas

All Tenderers are required to meet all the priority requirements mentioned below otherwise their application will not be considered. Tenderers should also refer to the SIF Policy in Attachment 5 when preparing their proposals.

**oa**

|  |  |  |
| --- | --- | --- |
| **Priority Areas** | **Priority Requirements** |  |
| 1. *Gender Equality* | Participation of women and girls in economic development |  |
| Equitable participation of women and men in decision making governance and political representation |  |
| 1. *Children and Youth* | Participation of Youth in economic, education & Lifelong opportunities |  |
| Strengthening strong family values, cultural and support systems |  |
| Improved living conditions, health and welfare of children |  |
| The Care and protection of children and young people at risk |  |
| 1. *The Elderly* | Participation of older persons in education, employment, cultural, spiritual and recreation |  |
| Improved living conditions, health, care and welfare of older persons |  |
| 1. *Domestic Violence* | Elimination of violence against women and children |  |
| Provision of support services to survivors and families of domestic violence |  |
| Awareness and support of the Family Law Bill 2016 |  |
| 1. *Disabilities* | Participation of people with disabilities in all levels of family, community, island and national life |  |
| Provision of support services to all persons with disabilities and their families |  |
| 1. *Mental Health* | Participation of people with mental disorders at all levels of family, community, island and national life |  |
| Awareness amongst Cook Islanders of mental health issues |  |
| 1. Cross Cutting | For the proposals that meet the needs of more than one of the above priorities may be considered provided that clear links can be shown to benefit those areas |  |

## Eligibility Criteria – Programme Funding

Programme funding is for the delivery of targeted services to a specified priority area for up to three years, Grants between $20,000.00 to $150,000.00 will be considered. Applicants should include activities in the Pa Enua as part of their application and itemise the full cost of service delivery and include a budget to this effect.

Applicants must meet the Special Conditions mentioned in this RFP.

Applications based on partnerships between CSOs, community groups and other organisations to address priority areas will also be considered. This may include applications made by National CSO Bodies on behalf of affiliated members.

Where applications are submitted by CSOs or community groups operating or intending to operate in the Pa Enua then endorsement by the Island Council is required.

## Non-Eligible Activities and Costs

Activities and costs that will not be supported by SIF include:

* Prizes
* Cash
* Gifts and awards
* Micro credit loans
* Social functions
* Scholarships
* Political/religious/evangelical activities
* The purchase of humanitarian aid (e.g food and relief supplies after cyclones)
* Projects which benefit only individuals or individual families,
* The purchase of vehicles
* Agricultural chemicals in large quantities
* Activities and payments to be made outside the Cook Islands

Application forms for each component may vary according to the funding sought. More information and greater levels of evidence will be required for programme fund applications.

## Monitoring & Reporting

Overall monitoring and reporting on the Funds performance and progress is the responsibility of the Board and SIF National Coordinator as specified in Attachment 2 for Results Measurement Framework. The Principal, through its Officers, has an established network to support and monitor funded activities undertaken in the Pa Enua.

Progress reports and financials are completed every 6 months from date of signing of contract. These reports cover activities from the Results Measurement Framework and Table in detail. The Results Measurement Table also provides statistics/data related to the activities completed during the reporting period. The Results from the Results Measurement Table is recorded each year to show the trend or progress covering the 3 year period.

The Financial Reporting template covers the Output (Activities), Planned Expenditure (Approved budget), Actual Expenditure (Expenses), the Variance and the reasons for the variance. See Attachment 6 for the table.

Tenderers should refer to the Reporting template in Attachment 6 for further details.

## Approved Programme Funding applications

Organisations receiving programme funding are required to monitor activities and operations according to the agreed results measurement framework. Six monthly reporting against progress and financial expenditure is satisfying the reporting requirements; funds will be released according to the payment schedule in the contract.

## Successful applications

1. Funds will be paid only into organisational bank accounts that require at least 2 signatures, or will be paid directly to suppliers. No funds are to be paid into an individual’s account.
2. The Organisation funded will be responsible for maintaining a full record of all monies received and all expenditure and will be accountable for the appropriate use of the funds in accordance with the terms of each agreement.
3. Any unused money will be returned to the Principal.

**ATTACHMENT 2 – TENDER FORMS TO BE SUBMITTED**

**Instructions**

1. Please read the Social Impact Fund Policy in Attachment 5 and the Tender Specification Requirements in Attachment 1 before completing the tender forms.
2. Tenderers must complete and submit all of the following forms, in the formats provided in this Attachment:
   * A1 – Form of Tender
   * A2 – Conflict of Interest Declaration
   * A3 – Completed Schedule of Prices
   * A4 – Proposed Subcontractors *(if applicable)*
   * A5 – Background
   * A6 – Proposed Programme
   * A7 – List of Referees who may be contacted
   * A8 – Results Measurement Framework
   * A9 - Monitoring Work-plan
   * A10 – Bank Account Details
3. Tenderers who fail to supply all of the items listed in paragraph 2 above, will be deemed non-compliant and will be excluded from the tender evaluation process.

**A1 – Form of Tender**

**The Chairperson**

**The Evaluation Team/SIF Board**

**Rarotonga, Cook Islands**

|  |  |
| --- | --- |
| **Tender For:** | [Name of Project] |
| **Supplier:** | [Name of supplier] |

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

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

We 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/parts** of the Contract Works/Goods/Services within the period stated in the Conditions of Tendering.

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

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

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

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

We understand that you may contact the referees nominated by us in this offer and make whatever enquiries you deem necessary regarding our financial health and ability to deliver the Contract Works/Goods/Services. Further, during the assessment stage we understand and agree that you may request specific information from all tenderers in order to assist your assessment. We acknowledge that a failure to provide such information may result in disqualification from the process.

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

* + A2 – Conflict of Interest Declaration
  + A3 – Completed Schedule of Prices
  + A4 – Proposed Subcontractors *(if applicable)*
  + A5 – Background
  + A6 – Proposed Programme
  + A7 – List of Referees who may be Contacted
  + A8 – Results Measurement Framework
  + A9 – Monitoring Work-plan
  + A10 – Bank Account Details

*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**

The range for programme funding is $20,000 to $150,000 per year. The Social Impact Fund Tender Specification Requirements (Attachment 1) set out what will **not** be funded.

*Please include total prices for priority areas that you are bidding for in the table below (if you are bidding for cross cutting you should include prices under each area that you are bidding for):*

|  |  |  |  |
| --- | --- | --- | --- |
| **Priority Areas** | ***Total Amount Excluding VAT (NZD)*** | ***VAT15%***  ***(if applicable)*** | ***Total Amount Including VAT (NZD)*** |
| 1. *Gender Equality* |  |  |  |
| 1. *Children and Youth* |  |  |  |
| 1. *The Elderly* |  |  |  |
| 1. *Domestic Violence* |  |  |  |
| 1. *Disabilities* |  |  |  |
| 1. *Mental Health* |  |  |  |
| 1. Cross Cutting |  |  |  |
| **Total:** |  |  |  |

*Please provide costing for each priority area in the format below (you may add additional or remove costs in template below to suit your proposal):*

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Year 1** | **Year 2** | **Year 3** |
| **Management Costs**  *Specify the costs of each staff member separately and PAYE* | $  $ | $  $ | $  $ |
| **Operational Costs**  *E.g. annual costs of Telephone, Internet, Stationery, Office rental, Electricity* | $  $ | $  $ | $  $ |
| **(Travel Costs)** | $ | $ | $ |
| **(Workshop Costs)** | $ | $ | $ |
| **(Technical Assistance Costs)** | $ | $ | $ |
| **TOTAL per year** | $ | $ | $ |
| **TOTAL AMOUNT OF PROGRAMME FUNDING REQUESTED** | | | $ |

**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 – Background**

*A brief description of the work of your organisation e.g. when the organisation was formed, mandate, main activities etc.*

*Previous Funding received – Has your organisation received funding before, who from and what for?*

**A6 – Proposed Programme**

|  |  |  |
| --- | --- | --- |
| *Name of Organisation* | |  |
| *Total amount requested* | | $ |
| *Have you secured funding for this programme from another source? If so, please state source and amount.* | |  |
| *Proposed start date/month* | |  |
| *Proposed end date/month* | |  |
| *Location (village, island)* | |  |
| *Tick which priority area/s your programme focuses on:* | | |
| *Gender Equality* |  | |
| *Children and Youth* |  | |
| *The Elderly* |  | |
| *Domestic Violence* |  | |
| *Disabilities* |  | |
| *Mental Health* |  | |
| *Cross Cutting* |  | |

1. Provide a brief description of the programme you are proposing to do.
2. Explain what services will be delivered and to whom.
3. Describe what need/issues you are addressing
4. Provide details of what experience your organisation have had in delivering the type of service you are proposing
5. Describe who has been involved in developing the proposed programme
6. Describe any collaboration with other organisations
7. If you are requesting funding to cover any personnel costs, please briefly explain their role and responsibilities and what amount of time they will spend on this programme. Attach the job descriptions for these positions to your application form.

|  |  |  |
| --- | --- | --- |
| *Identify which outcome/s your programme will focus on. The outcomes you choose must be included in your Results Measurement Framework.* | | |
| *Gender Equality* | Participation of women and girls in economic development |  |
| Equitable participation of women and men in decision making governance and political representation |  |
| *Children and Youth* | Participation of Youth in economic, education & Lifelong opportunities |  |
| Strengthening strong family values, cultural and support systems |  |
| Improved living conditions, health and welfare of children |  |
| The Care and protection of children and young people at risk |  |
| *The Elderly* | Participation of older persons in education, employment, cultural, spiritual and recreation |  |
| Improved living conditions, health, care and welfare of older persons |  |
| *Domestic Violence* | Elimination of violence against women and children |  |
| Provision of support services to survivors and families of domestic violence |  |
| Awareness and support of the Family Law Bill 2012 |  |
| *Disabilities* | Participation of people with disabilities in all levels of family, community, island and national life |  |
| Provision of support services to all persons with disabilities and their families |  |
| *Mental Health* | Participation of people with mental disorders at all levels of family, community, island and national life |  |
| Awareness amongst Cook Islanders of mental health issues |  |
| *Cross Cutting* | For proposals that meet the needs of more than one of the above priorities may be considered provided that clear links can be shown to benefit those areas |  |

**A7 – List of Referees who may be Contacted**

*Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Company:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Address:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*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:*

**A8 – Results Measurement Framework for CSO’s**

*The Results Measurement Framework covers the activities to achieve the goals of the organisation for this programme. The Results Measurement Table provides statistics/data related to the activities completed during the reporting period. Each year it will show the trend or progress covering the 3 year period.*

1. **Results Measurement Framework**

|  |  |
| --- | --- |
| **Goal:** *(The overall impact that the activity is expected to contribute towards)* | |
| **Long Term Outcome** | *(The effects (or intended changes) resulting from the achievement of Medium Term and Short Term outcomes, e.g conditions, social, economic, civic ,environmental))* |
| **Medium Term Outcome** | *(The effects or intended changes) resulting from the achievement of Short Term outcomes and or outputs, leading to one or more Long Term outcomes e.g behaviour, practice, decision making, social action etc)* |
| **Short Term Outcome** | *(The effect (or intended changes) resulting from one or more outputs leading to one or more MT or LT outcomes e.g access, learning, knowledge. Skills etc* |
| **Outputs** | *(the products, Capital goods & services which result directly from the inputs & activities of a development intervention e.g deliver services, develop services, train etc* |

1. **Results Measurement Table**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Long Term Outcome** | **Indicator** | **Baseline** | **Target** | **Results** | **Data Source** |
|  | 1. | 17/18 | 17/18 | 17/18 |  |
|  | 2. |  |  |  |  |
|  |  |  |  |  |  |
| **Medium Term Outcome** | | | | | |
|  | 1. | 17/18 | 17/18 | 17/18 |  |
|  | 2. |  |  |  |  |
|  |  |  |  |  |  |
| **Short Term Outcome** | | | | | |
|  | 1. | 17/18 | 17/18 | 17/18 |  |
|  | 2. |  |  |  |  |
|  |  |  |  |  |  |
| **Out put** |  |  |  |  |  |
|  | 1, | 17/18 | 17/18 | 17/18 |  |
|  | 2. |  |  |  |  |

**A9 – Monitoring Work-plan**

This is where you record what monitoring you will undertake of your Programme.

**Approach**: Includes the methods and processes you will use in undertaking monitoring of your Programme.

**Roles and Responsibilities**: indicates who will take on this task and what they are responsible for.

**Reporting & Deliverables**: If you are successful in receiving programme funding, you will need to report to the Principal on your progress every 6 months. In this column describe what and how information will be reported; to whom and by when.

Programme updates will be received on a monthly basis from the Principal’s Officers on each of the islands with a SIF project. Site visits will be arranged on Rarotonga as required and for the outer islands when the National Coordinator is available to travel.

Add or delete rows as needed.

| Monitoring Tasks | Approach | Timeline  e.g  weekly  monthly  6 months | Roles and responsibilities | Deliverables and Reporting |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**10. Bank Account Details**

Please provide the bank account details for your organisation. Funding will only be disbursed into an account that requires two signatories

Account Name:

Bank Name:

Names of signatories to the Account

**Signatures**

This part should be signed by two leaders in the organisation who are authorised by the organisation to sign its legal documents.

1. Full Contact name:

Contact Address:

Telephone/Fax:

Email:

Position in Organisation:

1. Full Contact name:

Contact Address:

Telephone/Fax

Email

Position in the Organisation:

**ATTACHMENT 3 – EVALUATION CRITERIA**

The Mandatory Conditions have been drawn from the Conditions of Tendering in this RFP. 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** | **Complies Yes or No** |
| 1. Tender must be completed in the format contained in Attachment 2 of the RFP. |  |
| 2. Tenders must be deposited in the required form in the Tender Box by the closing time specified in the RFP |  |
| 3. Proposal and related documentation must be in the English language or translated into English. |  |
| 4. Tenderers may tender to provide services for one or more of the 6 priority areas as specified in this RFP but they must tender for the whole of the requirement of that area. |  |
| 5. Tenders must be presented in hard copy and/or electronic copy format as specified in this RFP only. |  |
| 6. All prices quoted must be landed inclusive of freight and relevant charges to final point of delivery. |  |
| 7. All prices must be in NZ dollars |  |

**Evaluation Criteria**

*Each Evaluation Team Member will allocate points to each RFP for each category assessed.* *A Weighted Criteria methodology will apply to the evaluation of this RFP as follows:*

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weight %** |  |
| **Non-Price Criteria** |  |  |
| 1. Locally established organisation - *the extent that the organisation uses local, socially and culturally relevant practices and resources* |  | 5 |
| 1. Acceptance of the Contract terms |  | 5 |
| 1. Experience in delivering the identified service – *the extent that the organisation can show long term commitment and experience in effective delivery of services* |  | 15 |
| 1. Ownership - *Proposals reflect the organisations strategies for addressing the needs of the vulnerable people* |  | 10 |
| 1. Alignment – *Proposals align with the purpose and criteria of the SIF* |  | 10 |
| 1. Harmonisation – *Proposals show collaboration with other groups where possible in an effort to reduce duplication* |  | 5 |
| 1. Results – *Proposals reflect results based planning and reporting* |  | 15 |
| 1. Mutual Accountability – *Proposals indicate that CSO’s are* *accountable for results* |  | 10 |
| **Total Non-Price Elements** |  | **75** |
| Price |  | 25 |
| **TOTAL WEIGHTING** |  | **100** |

**Risk**

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

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

**ATTACHMENT 4 – CONTRACT CONDITIONS**

****

**PURCHASE ORDER PRODUCT AND SERVICES**

**Government**: Her Majesty the Queen in right of the government of the Cook Islands acting by and though the Minister/Secretary of [insert details of Ministry or Department]

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

Name:

Position:

Date:

**Supplier**: [Insert Supplier details]

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

Name:

Position:

Date:

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

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

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

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

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

**Contact Person**:

Government Contact: [insert details]

Supplier Contact: [insert details]

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

**Entire Contract**

This purchase order, the terms and conditions for supply of product and services, the request for proposals and the attachments A1 to A10 are to be read together and form the entire contract. If there are any inconsistencies between the provisions in the various documents, the order of precedence is:

1. The purchase order;
2. The terms and conditions for supply of product and services;
3. The RFP and attachments.

The Principal reserves the right to perform audits required under this agreement and/or to conduct a financial review, or evaluation. Or to take any other actions that it deems necessary to ensure the accountability of funding use and to monitor compliance with the terms of this agreement

**TERMS AND CONDITIONS FOR SUPPLY OF PRODUCT AND SERVICES**

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

1. **APPLICATION**

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

1. **PRICES**
   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. The price includes the Services, freight, insurance, packaging, crating, local cartage, customs duty and/or any other services in the delivery of the Product.
   3. The price is exclusive of VAT.
   4. The Supplier is not entitled to claim expenses, surcharges or margins or disbursements except if otherwise agreed in advance and in writing by the Government.
2. **DELIVERY** 
   1. The time of delivery and performance of the Product and Services is a fundamental element of these terms and conditions.
   2. The Product and Services shall be delivered and rendered in a prompt and timely manner on or within the delivery dates specified in the Purchase Order. All Product and Services must be delivered and performed within the Government business hours (normal business hours are 8:00 am to 4:00 pm, Monday to Friday), unless otherwise specified in the Purchase Order.
   3. The Supplier shall notify the Government in writing immediately when the Supplier becomes aware there may be a delay in the delivery of Product or rending of Services to the Government.
   4. The Government is entitled to cancel the Purchase Order or change its specification (without incurring additional charges) if the Product and/or Services are not supplied on the supply dates or times specified in the Purchase Order.
   5. All Product and Services must be supplied to the address specified in the Purchase Order. The Supplier shall make itself aware of any special requirements when supplying the Product and Services to Government property.
   6. When Product is delivered to the Government it shall be accompanied by a delivery docket that records the Purchase Order number, the description, quantity with the applicable units of measure, unit rates and dollar values of the Product and Services delivered. The delivery docket must be signed for and retained by a Government officer.
   7. All Product shall be packaged in a manner to prevent damage or deterioration when being delivered to the Government.
   8. The Government may use other suppliers for the supply of Product and Services, or product and services of the same nature as the Product and Services, at any time.
3. **IDENTIFICATION** 
   1. The Purchase Order number must be shown on all packages, invoices and correspondence relating to the Product and Services. Product supplied against an invalid Purchase Order or without a Purchase Order, will be returned to the Supplier at the Supplier's expense including the cost of packaging, transportation, insurance and handling of the Product and Services.
   2. Where applicable, the Supplier grants the Government access to the Supplier’s premises, facilities and staff concerning the delivery and identification of the Product. The Government shall have the right to audit and inspect the Supplier’s records concerning delivery of the Product and rendering of the Services. These rights are for both the Government and any other party that has the use or benefit of the Product and Services.
4. **QUALITY, INSPECTION AND ACCEPTANCE**

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

* 1. All Product and Services shall be in accordance with any requirements set out in these terms and conditions and/or in the Purchase Order and shall be free from defects in workmanship, materials and design. These obligations survive acceptance of the Product and Services and payment.
  2. The Supplier shall use the highest reasonable standard of skill, care and quality and employ techniques, methods, procedures and materials of a high quality and standard in accordance with best professional practice in providing the Product and rendering the Services.
  3. The Supplier will comply with all relevant (a) Cook Island standards and international standards (if not in conflict) (both general and industry-specific); (b) statutes; (c) regulations; (d) by-laws; (e) ordinances; and (f) Government policies, applicable in respect of the supply of the Product and rendering the Services.
  4. Where the Supplier has the benefit of any warranties or covenants from a third party in respect of the Product and Services, the Supplier shall disclose and assign the benefit of the warranties and/or covenants to the Government.
  5. The Product and any result or product of the rendering of the Services, its material and workmanship, shall be subject to inspection and testing at all reasonable times and places by the Government (or those parties to whom the Government supplies the Product) before, during or after delivery.
  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.
  7. The Supplier acknowledges that the signing of a delivery note or similar on behalf of the Government does not constitute acceptance of any Product and Services. The Government may reject any Product and Services (as applicable), even after they have been accepted, that: (a) are not of merchantable quality; (b) are not fit for purpose as stipulated in the Purchase Order; (c) are in an unsatisfactory condition or not functioning in the way they are designed to function; or (d) do not otherwise meet the requirements (including requirements relating to delivery) of these terms and conditions, or in circumstances where the Services do not meet the requirements of clause 5.1("Rejected Product"/"Rejected Services").
  8. For any Rejected Product or Rejected Services the Supplier will, within ten (10) business days of receiving notice of Government's rejection of the Rejected Product or Rejected Services, at the Government's sole and absolute discretion and at the Supplier's sole risk and expense: (a) repair the Rejected Product; (b) replace the Rejected Product; (c) request the re-performance of the Services (d) remove the Rejected Product for full credit or reimbursement; or (e) suspend or cancel the Services, and in the case of clause 5.8(c), reimburse/credit the Government in full for any amounts paid by the Government in respect of the Rejected Product or Rejected Services, as the case may be.
  9. Title to the Rejected Product will pass back to the Supplier on the earlier of the replacement of the Rejected Product, repair of the Rejected Product or, refund or credit of any amounts paid by the Government as specified in clause 5.8(c).
  10. Clauses 5.7 and 5.8 do not limit or negate any other rights or remedies that the Government may have under these terms and conditions or at law.
  11. A lack of Government inspection does not relieve the Supplier of any responsibility to perform its obligations according to these terms and conditions.

1. **OWNERSHIP AND RISK** 
   1. Subject to clauses 5.7 and 5.8:
      1. title in the Product passes to the Government when the Product is delivered to the Government or when the Government completes payment for the Product, whichever is the earlier date;
      2. the Product remains at the Supplier’s risk until the Product is delivered to the Government and is declared by the Government as not being Rejected Product or Rejected Services.
   2. Where the Product is delivered to the Government subject to the Services, the Product remains at the Supplier’s risk until the Government is satisfied with the complete rendering of the Services.
2. **REPORTING**
   1. The Contractor must provide to the Principal:
      1. On the signing of this contract, a report setting out the milestones to be achieved in the Results Measurement Framework and Table and work to be done to achieve the milestones in the next six month period and
      2. Six monthly thereafter, a full report including financials, setting out in detail:
3. The milestones achieved and the work done in the last six months in the Results Measurement Table
4. The milestones to be achieved and work to be done to achieve the milestones in the next six month period and
5. An audit report prepared by a person acceptable to the Principal
6. **PAYMENT** 
   1. The Supplier shall provide to the Government’s Contact Person, within five (5) business days of the end of the month following delivery of the Product or rendering of the Services, a VAT tax invoice for each delivery of the Product and rendering of the Services, stating Purchase Order number, date of delivery and full description of the Product and Services and quantity delivered. Invoices received without all of these details will be returned to the Supplier, unpaid.
   2. If monthly charges are applicable, the Supplier shall supply to the Contact Person specified in the Purchase Order a monthly statement of that month’s deliveries not later than the tenth business day of the month following delivery.
   3. Invoices and statements are to be addressed to the address specified in the Purchase Order.
   4. Subject to clause 5, payment for Product delivered, once approved, will be effected on the first Wednesday on or after the 20th of the month following the date of the Supplier’s VAT tax invoice or receipt of the delivery of the Product, whichever is the later.
   5. Any invoices provided by the Supplier which have not met the requirements of this Payment clause will not be affected.
   6. Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).

1. **PAYMENT SCHEDULE**

9.1 On the signing of this contract the Principal must pay to the contractor 50% of the total fund

approved for the first year.

9.2 On receipt of six monthly reports deemed satisfactory in all respects by the Principal, the Contractor must be paid the balance of the funds payable in five equal lump sums as follows:

a. 30 September 2017

b. 31 March 2018

c. 30 September 2018

d. 31 March 2019

e. 30 September 2019

1. **CONFLICT** 
   1. The Supplier confirms it has no knowledge of any conflict of interest in providing the Product and rendering the Services.
   2. If any conflict arises or has the potential to arise during the supply of the Product and Services, the Supplier shall immediately inform the Government in writing and the Government will decide on the appropriate steps to be followed in such event, which may include the right of the Government to terminate the Purchase Order with immediate effect.
2. **INTELLECTUAL PROPERTY** 
   1. “Intellectual Property” includes copyright, designs, drawings, specifications, reports, data and documentation. All Intellectual Property arising from the provision of the Services (“New IP”) is owned by the Government and the Supplier shall co-operate with the Government (including by signing documents) to help the Government protect its rights in the New IP.
   2. To the extent that New IP incorporates or requires Intellectual Property arising outside of the provision of the Services (Pre-existing IP), the Supplier licences, or shall procure the licence to the Pre-existing IP for the Government on a perpetual, royalty-free basis.
   3. The Supplier warrants and represents to the Government that the New IP and the Pre-existing IP will not infringe the Intellectual Property rights of any third party.
3. **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** 
   1. All correspondence shall include the Purchase Order number and addressed to the Government’s Contact Person named on the Purchase Order form.
   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.
   3. Subject to clause 11.4, notice given in person is deemed to be served upon delivery or by post three (3) business days after the date of posting. Any notice served on a non-business day is deemed to have been served on the first business day after that day. Any notice by email shall be deemed to be received on the first business day after such email has reached the receiver’s designated information system for receiving emails or, in all other situations, when the email comes to the receiver’s attention.
   4. The Government shall only be deemed to have received delivery of a notice upon the Government acknowledging in writing receipt of the notice.
2. **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** 
   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.
   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.
2. **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 Product and Services rendered delivered to the satisfaction of the Government in respect of any Purchase Order, prior to the date of notice of cancellation.

1. **GENERAL WARRANTIES**

The Supplier represents, warrants and undertakes that:

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

**ATTACHMENT 5 – Social Impact Fund Policy**

Separate attachment

**ATTACHMENT 6 – Reporting Template**

*Separately attached*