



REQUEST FOR QUOTES

LEGAL & POLICY SUPPORT CONSULTANT

TE TAU PAPA O AVARUA-PHASE 1 (TTPA^{P1})

The Cook Islands Investment Corporation is inviting applications from competent consultants with for the role of Legal & Policy Support for the Te Tau Papa o Avarua Project. This is a 9 month part-time contract, commencing July 2023.

The details of the work requirements are contained in *Attachment 1 Terms of Reference*.

Deadline for submission of quotes: Monday 5th June 2023, 4pm (CI Time)

Indicative contract start date: From July 2023

CONDITIONS OF QUOTATION

1. Contents of this RFQ

This RFQ consists of:

- Conditions of Quotation
- Attachment 1: Terms of Reference
- Attachment 2: Application Form and CV
- Attachment 3: Conflict of Interest Declaration
- Attachment 4: Conditions of Contract

2. Communications regarding this RFQ

All correspondence and questions relating to this RFQ must be in writing via email and directed to the Nominated Contact:

Alana Short
Cook Islands Investment Corporation
Email: alana.short@cookislands.gov.ck
Ph: (682) 23139

During the RFQ period, respondents must not contact or communicate with any CIIC staff member in relation to this RFQ, or any other person associated with the RFQ, other than the person listed above. Unauthorised contact will most likely invalidate you from the RFQ process.

3. Quotation contents

Quotes must comprise of the following documents:

1. Application Form and CV (refer to Attachment 2),
2. A completed Conflict of Interest Declaration (refer to Attachment 3)

All quotes must be firm offers and may not be withdrawn for a period of 30 calendar days following the deadline for submission of quotes.

CIIC requires that all quotes conform to these *Conditions of Quotation*, and reserves the right to reject any non-conforming quote.

4. Submission of Quotes



Quotes must be received by the deadline specified on the front page of this RFQ, or it may not be considered.

Quotations may be submitted by email to ciic.projects@cookislands.gov.ck.

Alternatively, quotes may be delivered in hardcopy in a sealed envelope labelled:

Alana Short
Cook Islands Investment Corporation
Quote for Te Tau Papa o Avarua – Phase 1

5. Confidentiality

Respondents are advised that CIIC is subject to the Official Information Act 2008. CIIC will treat all quotes in confidence however, and dependent on the nature and depth of request, CIIC cannot guarantee that information can be protected if CIIC receives a request for information under the OIA.

6. The RFQ Process

Each respondent shall examine, or be deemed to have examined, the Conditions of Quotation and Terms of Reference supplied by CIIC in writing.

In submitting a quote in response to this RFQ, the respondent accepts and agrees to be bound by these Conditions of Quotation.

All costs of preparing and submitting the quote shall be borne by the respondent.

CIIC reserves the right to change, suspend, cancel or reissue this RFQ, or the contents of the RFQ documentation at any time.

CIIC reserves the right to negotiate without restriction with respondents after the close of the RFQ on any matter contained in the quote, without disclosing this to any other person.

7. Evaluation of Quotes

Quotes will be assessed against the following criteria:

No.	Assessment Criteria	Weighting (%)
1	Cook Islander (resident, by descent or business registration)	20%
2	Relevant personal qualifications and experience and track record relevant to the role	40%
3	Rate is reasonable to the role	40%
Total		100%

CIIC reserves the right to clarify or request additional information from any respondent before accepting any quote and to implement additional processes to evaluate the quote.

The lowest priced quote, or any quote, will not necessarily be selected as the preferred quote.

Each respondent shall be notified in writing as to whether or not it has been selected as the preferred quote as soon as possible. No quote shall be deemed to be shortlisted unless and until the respondent has been notified by CIIC in writing.

CIIC reserves its absolute discretion in the evaluation and selection process.

8. Subject to Contract

Quotes are submitted on the basis that no binding legal relations with CIIC are created unless and until a formal written contract is signed by both CIIC and the successful respondent.



The acceptance by CIIC of any quote, whether with or without negotiation, or the negotiation with an unsuccessful respondent, shall not create binding legal relations between CIIC and the party whose quote has been accepted or which is negotiating with CIIC.

If, in the opinion of CIIC, and at CIIC's sole discretion, none of the quotes submitted are acceptable, CIIC reserves the right to enter into negotiations with one or more of the respondents to achieve an acceptable quote.

9. Governing law

This RFQ is governed by Cook Islands law, and the Cook Islands courts have exclusive jurisdiction to all matters relating to this RFQ.

10. Contract Negotiations

All parties agree to negotiate in good faith, and on successful conclusion of negotiations the preferred Respondent will sign a formal contract with CIIC.

A contract may be extended if additional work is required, at CIICs sole discretion. Refer to Attachment 4 for the draft Conditions of Contract.



ATTACHMENT 1: TERMS OF REFERENCE

About this document

This document specifies the terms of reference for the services of a Legal and Policy Support Consultant to the Cook Islands Investment Corporation (CIIC) for the Te Tau Papa o Avarua Phase 1 Project (TTPA^{P1}).

Background and purpose

The Te Tau Papa o Avarua Phase 1 Project Outputs include:

1. *Beautification of Avarua Town and Panama Reserve*
2. *Improved walk and cycle ways between Avarua Harbour and the Airport*
3. *Improved public toilets and recreational facilities in central Avarua and Panama*
4. *Restructured and future-proofed Punanga Nui Market*

CIIC is seeking a legal and policy consultant with strong research and analytical skills, attention to detail and strong written and verbal communication. The successful applicant will also have good time management skills, with innovative and strategic thinking, is eager to learn and is a team player.

The Contractor will provide support and report to the TTPA Project Manager, and largely supervised by CIICs Land and Legal General Manager and Policy Developer.

Role Work time basis/Duration	Scope of services	Minimum qualifications/ experience required
Legal & Policy Support Consultant (Part Time) 9 months	The scope of works will generally include but not be limited to one or a combination of, the following: <ul style="list-style-type: none">• Legal contract review;• Policy development and implementation;• Legal advice on land matters; and• Legal advice on commercial and tenancy matters. Work plans will be established on a rolling basis (weekly or monthly).	Bachelor of Laws At least 3 years post qualification experience. <u>Desirable:</u> Experience in/knowledge of: <ul style="list-style-type: none">• Commercial/contract law• Policy development• The land tenure system in the Cook Islands• Cook Islands language and customs

Timeframes

The following timeframe is proposed for these services:

Indicative Contract Term*	From July 2023 / 9 months
Standard work hours per week*	20 – 30 hours Monday to Friday
Note: *Contract Term and Standard work hours per week are Negotiable	

Performance Standards

The Legal and Policy Support Consultant will be expected to maintain professional standards in its conduct with objectivity and integrity. All external consultations whether one-on-one or in group settings shall be conducted in a meaningful and engaging manner.



The Legal and Policy Support Consultant will draw on existing policies, research analysis and reports as appropriate to the assignment, including but not limited to the Cook Islands Building Code, relevant laws, regulations, standards and policies.

All sensitive information made available to the Legal and Policy Support Consultant in relation to the project shall be held in-confidence.

Delays in Delivery of Services and Outputs

If delays are anticipated the CIIC must be informed at the earliest opportunity.

References

- Public Service Code of Conduct Policy - <https://www.psc.gov.ck/cook-islands-govt-policies>
- Public Service Contracting for Services Policy - <https://www.psc.gov.ck/cook-islands-govt-policies>



ATTACHMENT 2: APPLICATION FORM AND CV

LEGAL & POLICY SUPPORT CONSULTANT TE TAU PAPA O AVARUA-PHASE 1 (TTPA^{P1})

SECTION 1: APPLICANT DETAILS

Last Name	
First Name (s)	
Phone no.	
Mobile	
Email	
Address	
Are you of Cook Islands descent?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employment Record relevant to selected job interest:

Employer:	Position held:
From:	To:
Employer:	Position held:
From:	To:
Employer:	Position held:
From:	To:

Work Undertaken that Best Illustrates Capability relevant to your job interest:

Name of project:	
Year:	Location:
Client:	Position held:
Activities performed:	



Name of project:	
Year:	Location:
Client:	Position held:
Activities performed:	

Name of project:	
Year:	Location:
Client:	Position held:
Activities performed:	

Training undertaken (please list):

Year completed	Description of training received	Training provider

Qualifications (please list):

Year completed	Programme / majors	Institution



Professional Referees relevant to work (provide 2):

Name	
Business name & position (if applicable)	
Contact details: phone and/or email	
Name	
Business name & position (if applicable)	
Contact details: phone and/or email	

Authority and Declaration

The information which you supply on this application form is solely to assess your suitability for the contracting in the job or role of interest. Referees may be contacted and other information verified to satisfy CIIC's requirements. Failure to complete all sections truthfully may invalidate your application or be grounds for termination if untruthful statements are uncovered after your application has been successful.

Signature	Date
Full Name	

SECTION 2: PROPOSED FEES

CIIC proposes to pay fees for each hour worked, on a fortnightly or monthly basis. Invoices will be required at the end of each fortnight, together with a completed tasks log and timesheet. Payments will be by direct deposit to the consultant's nominated bank account.

Hourly fee (for each hour worked)	NZD \$ (exclusive of VAT)
VAT registered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes , VAT No.:



ATTACHMENT 3: 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 RFQ process.

In submitting this Quote I declare:

- That I understand an actual, potential or perceived conflict of interest may arise in participating in this quote process and that I am obliged to declare any such conflict of interest.
- 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 CIIC.
- If a conflict of interest arises at any time before the selected Respondent has been awarded the contract, I will advise the CIIC immediately.
- I have personally completed this declaration on behalf of the Respondent and declare that the submitted Quotes 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)



ATTACHMENT 4: CONDITIONS OF CONTRACT

Refer to separate PDF file.



Conditions of Contract

The Principal agrees to engage the Contractor and the Contractor agrees to provide the Services described in the Schedule.

1. **Services:** The Contractor shall perform the Services as described in the attached Schedule.
2. **Skill:** In providing the Services the Contractor shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. **Independent Judgment:** Where the Services require the Contractor to certify, decide or use discretion under a contract between the Principal and a third party, the Contractor must act independently, and with professional skill and judgment, and according to the terms of the contract between the Principal 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 Principal.
5. **Confidentiality:** The Contractor must keep confidential all information provided by the Principal in relation to this Agreement and not disclose the same without the written consent of the Principal.
6. **Public Statements:** The Contractor must not make any public statements about the Services or this Agreement without the Principal's written approval.
7. **Delay:** If at any time the Contractor's performance falls behind the programme set out in the Schedule then the Contractor shall notify the Principal and, where the delays are due to matters within the control of the Contractor, shall take all practicable steps to remedy such delay.
8. **Information:** The Principal shall provide to the Contractor, 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 Contractor shall not, without the Principal's prior consent, use information provided by the Principal for purposes unrelated to the Services.
9. **Variations:** The Principal may order variations to the Services in writing or may request the Contractor to submit proposals for variation to the Services. Where the Contractor considers a direction from the Principal or any other circumstance is a Variation the Contractor shall notify the Principal as soon as practicable.
10. **Payment:** The Principal shall pay the Contractor for the Services the fees and expenses at the times and in the manner set out in the Schedule and applicable taxes. All amounts are payable in New Zealand dollars.
11. **Purchase of Goods:** Where Services are carried out on a time charge basis, the Contractor may purchase such incidental goods and/or services as are reasonably required for the Contractor to perform the Services. The cost of obtaining such incidental goods and/or services shall be payable by the Principal provided that the Contractor first obtains the written consent of the Principal. The Contractor shall maintain records which clearly identify time and expenses incurred.
12. **Liability:** Where the Contractor breaches this Agreement, the Contractor is liable to the Principal for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Neither the Principal nor the Contractor 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 Contractor 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 Contractor in carrying out the Services ("New Intellectual Property") shall be owned by the Principal. 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 Contractor and paid for by the Principal shall, after payment by the Principal, lie with the Principal.
16. **Termination:** The Principal may suspend all or part of the Services by notice to the Contractor who shall immediately make arrangements to stop the Services and minimise further expenditure. The Contractor may, in the event the Principal is in material default, terminate the Agreement by notice to the Principal. 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 Contractor must not assign, transfer or subcontract all or part of its rights or obligations under this Agreement without the Principal's written consent, such consent to be provided at the Principal's absolute discretion.
19. **General Warranties:** The Contractor represents, warrants and undertakes that:
 - a. it has full power, capacity and authority to execute, deliver and perform its obligations under this Agreement;
 - b. it has and will continue to have, all necessary consents, permissions, licenses and rights to enter into and perform its obligations under this Agreement;
 - c. 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;
 - d. it has not offered any inducement in connection with the entering into or negotiation of this Agreement; and
 - e. 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 under the Arbitration Act 2014.