



## Request for Quotes Grading Works – Terevete Park (Construction Contract)

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The Cook Islands Investment Corporation (CIIC) is seeking a suitably qualified and experienced *Contractor* to undertake grading works at Terevete Park, located along the immediate north foreshore of the Punanga Nui Market (PNM).

The Scope of *Works* is contained in *Attachment 1*. Quotes shall be for the whole of the works and in accordance with the Contract. CIIC will also be referred to as the 'Client' in this RFQ.

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<b>Deadline for submission of Quotes:</b>	<b>4.00pm Friday 24 April 2025 (CI Time)</b>
<b>Indicative award notification:</b>	May 2025
<b>Indicative contract delivery period:</b>	Monday 12 – Tuesday 27 May, 2025, approximately 2 weeks implementation duration.

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Quotes must be submitted by email to [tutemaeva.poaru@cookislands.gov.ck](mailto:tutemaeva.poaru@cookislands.gov.ck)

### Conditions of Quotes

#### 1. Contents of this RFQ

This RFQ consists of:

- Conditions of Quotes
- Attachment 1: Scope
- Attachment 2: Drawings (*separate files*)
- Attachment 3: Site Information
- Attachment 4: Draft Contract (*separate files*)
- Job Safety Analysis (*separate files*)

#### 2. Communications regarding this RFQ

All correspondence and questions relating to this RFQ must be in writing via email and directed to the named Contact Person below.

Contact Person for this RFQ:

Tu-Te-Maeva Poaru  
Asset Development Division  
Cook Islands Investment Corporation  
Email address: [tutemaeva.poaru@cookislands.gov.ck](mailto:tutemaeva.poaru@cookislands.gov.ck)

During the RFQ period, respondents must not contact 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 may invalidate you from the RFQ process.



### 3. Registrations of Interest

Prospective respondents should register their interest to participate in this RFQ process by emailing the Contact Person.

Only registered respondents will receive notices to this RFQ directly, if or when issued. It is the responsibility of the respondent to ensure they are properly registered for this RFQ.

### 4. Notices to this RFQ

Notices to this RFQ, if/when issued, will be distributed by email to registered respondents .

### 5. Quote contents

Quotes must comprise of completed **Response Forms** – Refer to Attachment 4. Respondents may submit additional information in support of their Quote.

All Quotes must be firm offers and may not be withdrawn for a period of 10 calendar days following the deadline for submission of Quotes.

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

### 6. Submission of Quotes

Quotes must be received by the deadline specified on the front page of this RFQ. Quotes received after the deadline will not be considered.

Quotes must be submitted in electronic format only, in pdf format (or otherwise in a format compatible with Microsoft Office).

**Quotes must be submitted by email to [tutemaeva.poaru@cookislands.gov.ck](mailto:tutemaeva.poaru@cookislands.gov.ck).**

### 7. Confidentiality

Respondents are advised that CIIC is subject to the Official Information Act 2008. Respondents should mark their Quotes “Commercial - In Confidence” if they wish to protect specific information. CIIC will treat all Quotes in confidence. CIIC cannot however guarantee that information marked as Commercial – In Confidence can be protected if CIIC receives a request for information under the OIA.

### 8. The RFQ Process

Each respondent shall examine, or be deemed to have examined, the Conditions of Quotes, Scope, Drawings, Site Information and Draft Contract, and any other information supplied by CIIC via email.

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

**Respondents must** carry out site visits with the *Client* before submitting a Quote, and in order to assess the technical and site constraints associated with the Scope. The cost of attending site visits, preparing and submitting a 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 shall have no liability for any information it provides, or for any cost or loss to any respondent, in the event that this RFQ is cancelled, suspended, changed or reissued.



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.

CIIC reserves the right to accept or reject any or all Quotes, at any time prior to any contract being awarded.

## **9. Evaluation of Quotes**

Quotes will be assessed against the value for money.

CIIC may request additional information from any respondent before accepting any Quote, or implement additional processes to evaluate the Quote.

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

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

## **10. 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 for a satisfactory offer.

## **11. Governing law**

Cook Islands law and the Cook Islands courts have exclusive jurisdiction over all matters relating to this RFQ.

## **12. Contract Negotiations**

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

The contract may be extended if additional work is required, at CIICs sole discretion.

## **13. Non-Resident businesses**

This RFQ is for Cook Islands Registered Businesses only.

In order for foreign companies to carry out business in the Cook Islands, they must be registered with the Business Trade Investment Board (BTIB). Should the successful *Contractor* be a foreign enterprise, they will be required to apply to BTIB to obtain the necessary approvals. Any fees associated with the registration must be paid by the successful *Contractor*. Respondents should inform themselves of the Foreign Enterprise Short Term Business Registration process. Information can be found online at [www.btib.gov.ck](http://www.btib.gov.ck).



Foreign workers must obtain visas from the Cook Islands Ministry of Foreign Affairs and Immigration prior to travel to the Cook Islands. Information can be found online at [www.mfai.gov.ck/immigration](http://www.mfai.gov.ck/immigration)

#### **14. Cook Islands Tax Laws**

Respondents should inform themselves of the Cook Islands tax laws including Value Added Tax (VAT) applicable to businesses registered in the Cook Islands, and non-resident withholding taxes applicable to foreign businesses for services delivered externally of the Cook Islands.



## Attachment 1: Scope

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This document forms the *Scope* under **NEC4 Engineering and construction short contract**.

### 1 Description of the works

#### 101 Project objectives

This RFQ relates to the grading works within the designated areas of Terevete Park, to be carried out between May 12 to May 27 of this year.

The *Contractor* (selected from this RFQ process) will undertake these works at the *Site*, in line with the requirements stated in the following sections.

#### 102 Description of the Works

The *Contractor* will be responsible for completing the following works in accordance with the attached Draft Drawings provided – ***please refer to Attachment 2 for these drawings.***

##### 1. Requirements

- The *Works* required is to grade the existing grounds within the boundary line of grading works, starting at point A to B at a constant grade toward point B with a final height difference of 0.90m between A/B and C. Point D marks the endpoint of the *Works* (see Drawing Sheet No. 1 of 1 for reference).
- The *Works* are scheduled to begin on Monday 12 May, 2025 and expected to be completed by Tuesday 27 May, 2025.

##### 2. Machinery Required

- Grader
- Excavator
- Bobcat

#### 103 General requirements

The *Contractor* will be responsible for making the following arrangements and settling all costs associated with:

- a. Obtaining and maintaining insurances as required by the contract, specifically:
  - a. For loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* providing the works, minimum amount of cover for any one event: \$250,000
  - b. For death of or bodily injury to employees of the *Contractor* arising out of and in connection with the contract, minimum amount of cover for any one event: \$100,000
  - c. For the *Contractors* Plant, Equipment and Motor Vehicles, no minimum.
- b. Preparing and implementing the Site-specific Health and Safety plan including task method statements, risk assessments, Job Safety Analysis (JSA) and site management plans prior to any works commencing on the site;
- c. Delivering all materials and machinery to the *Site* and ensuring these remain secure throughout the works duration;
- d. Supplying water, fuels and lubricants as needed;
- e. Managing the *Contractor's* work including contract administration, site and off-site activities,
- f. Providing all tools, equipment, plant, machinery and operators, to complete the works;



- g. Appointing a suitably qualified *Site* Manager to be based on the *Site* during the execution of the works.
- h. Settling all costs, whether direct or indirect, in respect of travel (and visas where applicable), accommodation, meals, daily allowances wages and/or salaries for the *Contractor* and the *Contractor's* employees, agents and/or sub-contractors;
- i. Provision of weekly progress reports to the *Client* on work completed and work yet to be completed, and attending weekly *Site* meetings;
- j. Clearing of all debris, and maintaining a clean and tidy worksite at all times;
- k. Transporting excess fill from the *Works* to a location off-site; and
- l. Attending to and rectifying all defects notified to the *Contractor* within the 4-week period following completion certification.

## 2 Drawings

The Drawings are provided in Attachment 2 of this RFQ document.

## 3 Specifications

### 301 Laws, regulations and standards

The *Contractor* is required by law to comply with all Cook Islands Acts, Regulations and Bylaws, including but not limited to the following:

- Building Controls and Standards Regulations 1991, and the National Building Code 1990
- Public Health Act 2004 and its regulations
- Environment Act 2003
- Employment Relations Act 2012

### 302 Machinery to be used

The machinery required to complete the *Works* are identified in 102 – Description of *Works* above. All machinery shall be in good condition to complete the *Works*.

### 303 Supervision and expertise

All construction activities must be carried out or supervised by appropriately qualified and/or trained personnel.

## 4 Constraints on how the *Contractor* Provides the *Works*

### 401 Restricted access to *Site*

Before commencing any work on a *Site*, the *Contractor* must cordon-off its immediate work areas to prevent public entry and restrict entry by other *Contractors* working at the *Site*. The *Contractor* must monitor the *Site* for unauthorized access, and ensure orderly storage and security of all materials, plant or equipment when left unattended.

### 402 Use and possession of the *Site*

The *Site* will remain inactive and non-operational during the *Contractors* work. The *Contractor* will have sole possession of the designated boundary for grading works at the *Site*, from Monday 12 May to Tuesday 27 May, 2025. The *Contractors* possession is solely for the purpose of carrying out the *Works*.



#### **403 Working hours**

Work on the *Site* is restricted to Monday to Saturday, between the hours of 8am – 5pm. Work outside these hours may be permitted but will require consultation and approval from the Client. No work is permitted on Sundays and the following public holidays:

Good Friday – April 18

Easter Monday – April 21

Anzac Day – April 25

King's Birthday – June 02

Ui Ariki Day – July 04

#### **404 Noise and dust**

Noise on *Site* must be minimised so far as reasonably practicable. All dust resulting from *Site Work* must be properly contained. *Works* likely to produce excessively loud noise must be scheduled to take place after 8.00am on work days and after 9.00am on Saturdays.

#### **405 Protection of Utility Services**

Underground and overhead services must be protected from damage. Location of services must be carried out by the *Contractor* prior to works implementation. The *Client* will assist the *Contractor* in locating the services.

The *Contractor* must report all damages to the *Client* immediately. The *Contractor* shall be liable for any damages caused because of the *Contractor's* negligence.

#### **406 Sourcing water**

During times of low water pressure, the *Contractor* must arrange for the cartage of any and all water that may be required for the works. Arrangements can be made through a local supplier/contractor.

#### **407 Environmental Protection**

The *Contractor* must put in place proper waste management facilities and containment systems must be in place to eliminate pollution.

#### **408 Code of Conduct**

The *Contractor* and all personnel involved in the works shall adhere to the Government of the Cook Islands Code of Conduct Policy. The policy can be downloaded from the following url: <https://www.psc.gov.ck/guidance/integrity-and-conduct>.

### **5 Requirements for the programme**

The selected Contractor must be available to complete the *Works* within the specified timeframes.

**Start date:** Monday 12 May, 2025

**Competition date:** Tuesday 27 May, 2025

### **6 Services and other things provided by the Client**

The *Client* is responsible for the following:

- a. Resource consents (where applicable).



- b. Providing the fill material when required for the *Works*.
- c. Public Notices regarding the temporary closure of the *Site* and other matters.

The following is not required:

- a. Traffic Management within the area of the *Works*.

The *Client* will assist the *Contractor* in the following areas:

- b. Location of underground and overhead utilities
- c. Coordination of other contractors on *Site*





## Attachment 2: Drawings

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Refer to separate 'A2 - Drawings\_ Grading Works' to view the drawing 1.1.



## Attachment 3: Site Information

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### SITE: TEREVETE PARK

#### Site Description

Terevete Park is a newly developed area situated in the immediate north foreshore of the Punanga Nui Market in Avarua, Rarotonga, Cook Islands.

The area below displays the *Site* prior to any development plans being implemented.







The image below shows the *Site* with various ongoing project *Works*. The blue-outlined rectangle marks the construction area for the Farmers Market. The square with a red border indicates the location of the land application field. Adjacent to this is the construction area for the New Toilet Block, circled in red. Additionally, the area circled in red on the western side of the Park, marks the construction area for the Fish Market. **Grading Works** will initially begin within the yellow-bordered area (refer to A2 drawings for details).



Similarly, the area below highlights a yellow-bordered zone, where **Grading Works** will also take place (refer to A2 drawings for details).





### **Access Restrictions**

Please be advised that two separate projects are currently under construction within the vicinity of the grading works *Site*. These are indicated above:

- **Punanga Nui Farmers Market (highlighted in blue)**
- **Punanga Nui Fish Market and New Toilet Block (highlighted in red)**

For safety reasons, access to these construction areas is strictly prohibited. Please respect the cordoned-off areas and do not enter unless authorised by the *Client*.

The entire *Site* will be temporarily closed to the public once grading works begins.

The *Site* is accessed at two points via the driveway at the western (main Punanga Nui Market entrance) and eastern corners (main access to Terevete Park) of the site.

Entry and Exit to the *Site* must always be through the eastern entrance at Terevete Park (unless advised by the *Client*), located between Fishers Black Pearls and the water station. Please be mindful of other contractors working on-site and give way when required.



## Attachment 4: Response Forms

### 1. Respondent Profile

#### TIPS FOR COMPLETING THIS SECTION:

- This section gives the Client basic information about your organisation and identifies your Point of Contact for the RFQ process.
- If an item is not applicable e.g. you do not have a registered office, complete the box by stating 'not applicable'.

#### Our Profile

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Physical address:	[put the address of your head office]
Postal address:	[e.g. P.O Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company / other please specify]
Company registration number:	[if your organisation has a CI Company or NZBN registration number insert it here]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
VAT registration number:	[CI-VAT number]

#### Our Point of Contact

Item	Detail
Contact person:	[name of the person responsible for communicating with the Client]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]
Email address:	[work email]



## Our Insurance Details

Item	Detail
Insurer:	[name of current insurer]
Insurance for:	[state the insurance type i.e Public Liability]
Limit of indemnity:	[state the amount]
Conditions:	[state the conditions]
Insurer:	[name of current insurer]
Insurance for:	[state the insurance type i.e General Liability]
Limit of indemnity:	[state the amount]
Conditions:	[state the conditions]



## 2. Pricing Template

### TIPS FOR COMPLETING THIS SECTION:

- **Complete and submit** your financial information and pricings.
- All amounts are to be in New Zealand dollars.
- All amounts shall be exclusive of CI Value Added Tax (VAT). Where applicable, VAT will be paid with each payment claim.

### Price List

Item Number	Description	Price
Grading Works		
1	The Works as per the Scope	
The total of the Prices		NZ\$

The fee percentage is  %

The people rates are

category of person

unit

rate

Supervision	Hour	
Heavy Machinery Operator	Hour	
General labour	Hour	

## Attachment 5: Draft Contract



The contract standard is **NEC4 Engineering and construction short contract**. The contract forms are provided as a “draft for reference only” and should not be filled in during this RFQ process.

Respondents should inform themselves of the draft provisions and conditions of contract. Should a Respondent propose amendments, such amendments should be listed in the Response Form.

Refer to separate '*A5 - Draft NEC4 Part A Contract Forms\_ Grading Works*' to view the draft contract.