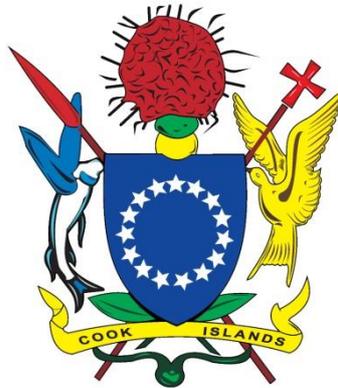


# Request for Tender

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## Consolidation of Cook Islands Laws

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<b>Reference No:</b>	<b>CK181932</b>
<b>Date of Release:</b>	<b>20 June 2019</b>

## Parliamentary Services

*with support from the Crown Law Office*

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

Contact Officer

[kathy.bell@cookislands.gov.ck](mailto:kathy.bell@cookislands.gov.ck)

TENDER CLOSING TIME: 4pm (CI Time) 31 July 2019

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## **GLOSSARY AND DEFINITIONS**

<b>TERM</b>	<b>EXPLANATION</b>
BTIB	Business Trade Investment Board
Electronic Tender Account	Asia Pacific Public Electronic Procurement Network e-GP System <a href="https://in-tendhost.co.uk/adbprocurementnetwork.aspx/Home">https://in-tendhost.co.uk/adbprocurementnetwork.aspx/Home</a>
CIG	Cook Islands Government
Manual	The Cook Islands Government Financial Policies and Procedures manual
Policy	The Cook Islands Government Purchase and Sale of Goods and Services Policy 2016
Principal	Parliamentary Services
RFT	Request for Tender
Tender Team	The group of people responsible for the management of the tender process and includes those people who are specifically responsible to evaluate Tenders.

## **INTRODUCTION**

### **Summary of Requirements**

Through this Request for Tender (RFT) the Principal wishes to engage a consultant for the first phase of the consolidation of laws in the Cook Islands. The objectives of Phase 1 are the facilitation of the commencement of the project by

- a) assessing the project design and determining realistic timeframes and budgetary considerations; and
- b) identifying project risks and optimal solutions for mitigating or minimising risks.

In order to complete this work, the consultant will be expected to travel to (or be in) Rarotonga, Cook Islands for a duration of approximately two weeks in order to meet with stakeholders and sight any documents that are only available in hard-copy. It is the tenderers responsibility to carry out any site visits in order to assess the true costs to complete the project where necessary.

The project deliverables for Phase 1 include:

- A scoping study
- Terms of Reference for Phase 2

The outcomes of Phase 1 will be evaluated and inform outputs for Phase 2, however, the CIG reserves the right to test the market after evaluation.

Tenders will only be accepted for the whole of the tender requirements provided in Attachment 1.

## **CONDITIONS OF TENDERING**

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

### **Contact Officer**

The Contact Officer for this tender is:

**Name of Person: Kathy Bell**

**Title: Deputy Solicitor-General**

**Address: Crown Law Office, PO Box 494, Avarua, Rarotonga, Cook Islands**

**Phone: +(682) 29337**

**E-mail: [kathy.bell@cookislands.gov.ck](mailto:kathy.bell@cookislands.gov.ck)**

### **Tender Registration**

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

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

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

Category	Title
93101700	Legislative bodies and practice

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

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

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

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

### **Tender Closing Time**

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

#### **Tender Closing Time and Date: 4pm (CI Time) 31 July 2019**

It is the tenderer’s responsibility to ensure that their tender reaches the Tender Box located at the Crown Law Office, Avarua, Rarotonga and/or posted to the Electronic Tender Account (<https://intendhost.co.uk/adbprocurementnetwork/asp/Home>) by the specified closing date and time.

Late tenders will not be accepted.

### **Submission of Tender**

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

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

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

Telefax tenders will not be accepted.

#### **Hard Copy Submission:**

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

- Crown Law Office

- Consolidation of Cook Islands Laws (Reference No: CK181932)
- Tender Closing, 4pm (CI Time) 31 July 2019

Hard copy tenders must be placed in the Tender Box located at the Crown Law Office, Avarua, Rarotonga and submitted in the format contained in Attachment 2 – Forms to be submitted, by the due date. Failure to do so will result in the tender being disqualified.

### **Electronic Copy Submission:**

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

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

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

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

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

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

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

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

### **Conflict of Interest Declaration**

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

### **Further information or clarifications**

Negotiations will not be permitted between the Tender Team and any prospective tenderers during the tender advertising period. However, prospective tenderers may seek clarification of the tender documents prior to submitting their tenders.

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

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

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

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

### **Probity**

No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: tenderers or potential tenderers, tender team members, evaluation team members, the Head of Agency, or any other member or organisation that may have an involvement with any aspect of the tender process.

### **Selection Process**

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

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

### **Notification of Acceptance**

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

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

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

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

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

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

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

Tenderers are entitled to the release of their evaluation report on request. Any requests for evaluation reports of other tenders must be processed under the Official Information Act 2008.

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

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

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

### **Confidentiality**

Drawings, Specifications, Schedules and written technical information supplied to Tenderers shall not be used for purposes other than the preparation of a Tender without the approval of the Principal. Information submitted by a Tenderer shall be regarded as confidential and shall not be disclosed to a third party except with the prior written agreement of the Tenderer.

### **Non-Resident Tenderer**

In order for foreign companies to carry out business in the Cook Islands, an application for, and approval, must be sought from the Business Trade Investment Board (BTIB). Any fees associated with the registration are to be covered by the Tenderer. Tenderers should inform themselves of the registration process and confirm in their Tender that they are willing to register once a Letter of Acceptance is issued. Information can be found at [www.btib.gov.ck](http://www.btib.gov.ck).

## **MANDATORY CONDITIONS**

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

1. Tenders must be completed in the format contained in Attachment 2 of this RFT. If offers do not comply with the format contained in Attachment 2, they will be deemed non-compliant and may not be accepted.
2. Tenders must be deposited in the required form in the Tender Box or the Electronic Tender Account by the closing time as specified in this RFT.
3. All tenders and related documentation in respect of this RFT may be presented in the English or Maori language. Tenders presented in Maori or any other language must be provided with an English translation.
4. Tenderers must tender to provide services or supply materials for the whole of the works/goods/services as specified in the Tender Specifications.
5. Tenders must be presented in hard copy format and/or electronic copy format as specified in this RFT. Telefax tenders will not be accepted.
6. All prices must be in New Zealand dollars.
7. All tenders must clearly show the VAT exclusive price, the VAT amount and a total inclusive of VAT amount. All values must be shown in New Zealand Dollar (NZD) currency.

## **SPECIAL CONDITIONS**

### **Relevant Experience**

It is preferred that the successful consultant have experience working in the Pacific or with Pacific communities

### **Warranty and Guarantee**

Unless otherwise agreed in writing, the Tenderer shall tender to also provide written guarantee for the services to be supplied.

### **Repudiation of Contract**

If the tender is accepted and an Agreement is entered with the successful Tenderer but the Tenderer withdraws from the Agreement or does not sign it within 5 working days of the Principal asking the Tenderer to do so, the Principal will consider or regard the Agreement as having ended.

## **ATTACHMENT 1 – TENDER SPECIFICATION REQUIREMENTS**

### **Tender Specifications**

#### **Purpose**

The Cook Islands Government (CIG) has identified a need to consolidate the laws of the Cook Islands and is seeking expressions of interest to undertake the first phase of a consolidation of laws project.

The goal of the project is to strengthen the rule of law in the Cook Islands.

The short term outcomes associated with this project include:

- i) Principal legislation updated to take into account amendments and repeals made by Parliament to existing Acts; and
- ii) A coordinated system (including legal framework if necessary) developed and implemented for the ongoing management and access to Cook Islands Law.

The medium term outcomes associated with this project include:

- i) Strengthened capacity of Cook Islands legal and judicial system; and
- ii) Improved access to the laws of the Cook Islands.

The long term outcomes associated with this project include:

- i) Strengthened and promoted good governance.

#### ***Phase 1: Scoping***

- Facilitate commencement of the project by assessing the project design and assess realistic timeframes and budgetary considerations; and
- Identify project risks and optimal solutions for mitigating or minimising risks.

## Outputs

In relation to phase 1:

No.	Output	Inputs/tasks	Due date
1	First Draft Report: Scoping Study.	<p>In country consultations with stakeholders.</p> <p>Identification of the extent of the work that will be required.</p> <p>Identification of the most practical method of achieving the objectives (including options if applicable).</p> <p>Assessment of the project design, timeframes and budgetary considerations.</p> <p>Identification project risks and optimal solutions for mitigating or minimising risks.</p>	6 weeks after project commencement date
2	Final Report: Scoping Study	Consultation with the Principal and Crown Law on draft report.	2 weeks after draft report
3	Terms of reference for Phase 2, Consolidation	Terms of reference including timeline, outputs, costs and risks.	2 weeks after draft report

Following the completion of Phase 1 services, the CIG reserves the right to:

- a) Negotiate with and engage the Supplier to provide Part Two services;
- b) Seek alternative proposals for Part 2 services and determine whether to select one or more alternative suppliers or engage the Supplier; and
- c) Determine to defer, delay or not to proceed with Part 2 services.

### **Phase 2: Consolidation**

Update principal legislation to take into account amendments and repeals made by Parliament to existing Acts including:

- An audit of Cook Islands Law;
- Effect the consolidation of all legislation and subordinate legislation in force (including the passage of any required enabling legislation);
- Develop appropriate legal framework to ensure that any consolidation can be accessed and relied upon as official; and
- Develop and implement a system (including legal framework) to enable ongoing consolidation and access to law.

The duration of Phase 2 is envisioned to be up to 24 months. At the end of the assignment CIG will have an updated consolidated record of the principal legislation in the Cook Islands and a systems which allows for ongoing consolidation.

## Methodology

Proposers are invited to submit their own methodology for the achievement of the purpose, objectives and outputs, but will be required to abide by the Cook Islands Government Public Sector Code of Conduct in particular to carry out their duties in a professional, transparent, participatory and culturally appropriate way. An outline of proposed methodology should not exceed 5 pages.

The project will be delivered in two phases. Phase 1 will ensure the project is properly designed and feasible. It includes an in-country scoping mission to consult stakeholders and will lead to the design of the Terms of Reference for Phase 2.

Phase 2 work will address the findings of Phase 1 and also audit of current and new principal legislation, develop the legal framework to allow for legislation to be accessed and relied upon and implement a system for ongoing consolidation.

Respondents are invited to submit their own methodology for the achievement of the Services. The methodology used must:

- Develop a strong sense of ownership of and commitment to the project by CIG and key stakeholders;
- Develop a shared understanding of the Activity amongst those organisations that will be involved in its implementation;
- Proactively identify and manage risks, including:
  - those specifically identified in this TOR; and
  - the health and safety risks that relate to the delivery of this international development assignment;
- Comply with New Zealand's International Development Policy;
- Comply with the requirements of the New Zealand Aid Programme policies on Activity Quality, Activity Planning, Activity Implementation, and cross-cutting issues (see list of relevant documents on MFAT's website: <https://www.mfat.govt.nz/en/aid-and-development/working-with-us/tools-and-guides-for-aid-activities/>); and
- Demonstrate good value for money in line with the New Zealand Aid Programme's Value for Money Guideline.

## Expected Competencies

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

1. Proven experience with the process of consolidation;
2. Competency in developing databases and systems for a digitalised legislative service;
3. Project management experience;
4. Experience with tailoring solutions for a small legal jurisdiction; and
5. Experience working with legal systems in the Pacific.

## Required Skills and Experience

The successful supplier will have:

1. Proven experience with the process of consolidation and/or legal qualifications with a minimum of 7 years' experience working in legislative drafting or law reform;
2. Experience of at least 5+ years at a senior level in project management;
3. Public sector experience (preferably in the Cook Islands);
4. Proven consultancy experience in the Pacific would be desirable; and
5. Strong communication, report writing and interpersonal skills.

## Performance Standards

### Quality of work

Quality standards will be measured by the contracting Agency when appraising outputs. If necessary, internal or external specialist assistance will be sought for this purpose.

### General

All services must be provided in a professional manner and in accordance with reasonable expectations of the Cook Islands Government. In respect of implementation, suppliers must meet or exceed the applicable targets stated in the Outputs Table. The services will also be delivered in a manner which provides the best outcomes in terms of the Development Effectiveness criteria specified by the OECD Development Assistance Committee (DAC): relevance, efficiency, effectiveness, impact, and sustainability.

## Background

An informal consolidation of Cook Islands law occurred in 1994. This was the first and only attempt at consolidating the laws of the Cook Islands since the establishment of Parliament in 1965.

Since this consolidation there have been a number of new laws drafted and passed by Parliament and a number of amendments and repeals have been made. Legislation has also been amended to comply with UN Conventions that the country has ratified. Accordingly, this consolidation is now out of date.

A Finding List of statutes and subsidiary legislation in alphabetical and chronological order has been voluntarily prepared in the years following to assist people in identifying relevant law that may have amended, repealed or added to the original piece of legislation passed. The last Finding List was published in 2016. A new finding list up to date as at 1 January 2019 is in the process of being prepared.

In 2013 a scoping study was commissioned to determine what would be a suitable system for providing access to up-to-date legislation. The study concluded that the Cook Islands had no effective means of providing access to legislation, that the 1994 consolidation was completely out of date and that there were real risks that legal proceedings and the accuracy of legal advice would be compromised by the use of incorrect or out of date versions of legislation.

The study made proposals and provided cost estimates for implementing a suitable system going forward. Unfortunately no further action was taken in respect of that study and it is unclear as to what extent those proposals/cost estimates remain current and feasible. While there is no record why the proposed solutions from the 2013 study were never implemented, it can be assumed that both capacity and budget constraints were key

hurdles. Therefore it is important that the new scoping report will take capacity and budget restrictions and available funding into account when assessing feasibility of any solution.

### **Relevant reports/documentation**

The following documents are available for review:

- 1) 2013 Scoping Report; and
- 2) Sources of Cook Islands Law, by Dr Alex Frame (as outlined in the 1994 unofficial consolidation).

### **Issues, risks or constraints**

- The supplier is unable to travel to Cook Islands or liaise with key stakeholders due to external factors – low risk
- Documents are unable to be located – medium risk
- After completion of consolidation ongoing updates are falling behind due to capacity and capability constraints – medium risk

### **Governance and management**

The Principal will be the lead Agency for this project. The outputs are to be reviewed and commented on by the Crown Law Office who will oversee the work of the consultant on behalf of the Principal.

At that time, subject to Crown Law's recommendations and the Principal's approval, the consultant may provide an expression of interest for Phase 2 of the Project.

The Consultant will be required to work in consultation with the Crown Law Office.

### **Financial Proposal**

The supplier should submit a financial proposal that includes travel, insurance, housing, transportation, customs duty and/or any other expenses to be incurred in the delivery of the services (if and where applicable).

For phase 1 the supplier must be self-sufficient in any equipment or services that they will need, for example laptop, printing, internet connection.

The supplier will be able to operate out of Parliamentary Services whilst in country.

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. All costs should be shown with VAT separated.

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

### **Instructions**

1. Tenderers must complete and submit all of the following forms, in the formats provided in this Attachment:
  - A1 – Tender Form
  - A2 – Conflict of Interest Declaration
  - A3 – Completed Schedule of Prices
  - A4 – Proposed Subcontractors (*if applicable*)
  - A5 – Preliminary Delivery Programme
  - A6 – List of Referees you may contact in relation to this offer.
  - A7 - Other information that addresses the competencies, skills and experience
  
2. Tenderers who fail to supply all of the items listed in above, will be deemed non-compliant and will be excluded from the tender evaluation process.

## A1 – Form of Tender

**Cook Islands Crown Law Office**  
**PO Box 494**  
**Avarua**  
**Rarotonga, Cook Islands**

<b>Tender For:</b>	Consolidation of Cook Islands Laws
<b>Supplier:</b>	[Name of supplier]

Having examined the Tender Documents in relation to Tender Reference No. CK1832 and dated \_/\_/, released by the Principal, 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 – Preliminary Delivery Programme
- A6 – List of Referees you may contact in relation to this offer.
- A7 – Other information that addresses the competencies, skills and experience

*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.*

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**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:**

<i>Signature</i>	<i>Date</i>
<i>Full Name</i>	<i>Position (if Company)</i>

---

### A3 – Completed Schedule of Prices

Please refer to the Tender Specifications for the performance details and specific outputs to be delivered.

#### Provision of Technical Assistance

The submitted price should include travel, insurance, housing, transportation, customs duty and/or any other expenses to be incurred in the delivery of the Services where applicable. The consultant must have their own equipment to provide the services such as a laptop and cell phone. The Contractor is not entitled to claim expenses, surcharges or margins or disbursements except if otherwise agreed in advance and in writing by the Government. Please provide estimates for Phase 2 price schedule keeping in mind the Cook Islands Government reserves the right to evaluate Phase 1 and proceed/not proceed to procurement for Phase 2.

All costs should be exclusive of VAT.

The supplier will be able to operate out of Parliamentary Services whilst in country.

PHASE 1				
No.	Output	Cost exc. VAT	VAT portion	Total Cost
1.	Scoping Report	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		
2.	Terms of Reference for Phase 2	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		

<b>PHASE 2 (Proposed only, details will be formally agreed at the conclusion of Phase 1)</b>				
<b>No.</b>	<b>Output</b>	<b>Cost exc. VAT</b>	<b>VAT portion</b>	<b>Total Cost</b>
1.	Audit of Cook Islands Laws	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		
2.	Assessment of the effects of the consolidation of all legislation and subordinate legislation in force (including the passage of any required enabling legislation)	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		
3.	Development of appropriate legal framework to ensure that any consolidation can be accessed and relied upon as official	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		
4.	Development and implementation of a system (including legal framework) to enable ongoing consolidation and access to law	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		
5.	Completion Report	Fixed fee/hour		
		Accommodation & Per Diem		
		Air travel		

**A4 – Proposed Subcontractors (if applicable)**

**Subcontractor details:**

*Subcontractors full name:*

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*Subcontractor s trading name (if Company):*

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*Contact person (if Company):*

---

*Postal address:*

---

*Physical address:*

---

*Phone number:*

---

*Mobile:*

---

*Email address:*

---

*Works/Skills to be performed:*

---

*Educational/Technical Qualifications:*

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*Work Experience:*

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*Potential or Actual Conflicts of Interest:*

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**A5 – Preliminary Delivery Programme**

No.	Output	Inputs/tasks	Due date
1	First Draft Report: Scoping Study.	<p>In country consultations with stakeholders.</p> <p>Identification of the extent of the work that will be required.</p> <p>Identification of the most practical method of achieving the objectives (including options if applicable).</p> <p>Assessment of the project design, timeframes and budgetary considerations.</p> <p>Identification project risks and optimal solutions for mitigating or minimising risks.</p>	6 weeks after project commencement date
2	Final Report: Scoping Study	Consultation with the Principal and Crown Law on draft report.	2 weeks after draft report
3	Terms of reference for Phase 2, Consolidation	Terms of reference including timeline, outputs, costs and risks.	2 weeks after draft report

**A6 – List of Referees who may be contacted**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

*E-mail Address:* \_\_\_\_\_

*Phone No.:* \_\_\_\_\_

*Facsimile No.:* \_\_\_\_\_

*Nature of Relationship with* \_\_\_\_\_

*Tenderer:* \_\_\_\_\_

---

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

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

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

\_\_\_\_\_

\_\_\_\_\_

*E-mail Address:* \_\_\_\_\_

*Phone No.:* \_\_\_\_\_

*Facsimile No.:* \_\_\_\_\_

*Nature of Relationship with* \_\_\_\_\_

*Tenderer:* \_\_\_\_\_

**A7 – Other information that addresses the competencies, skills and experience**

Any additional material that supports how the required competencies/skills are met to be included here.

## **ATTACHMENT 3 – EVALUATION CRITERIA**

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

### **Mandatory Conditions**

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

<b>Criterion</b>	<b>Complies Yes or No</b>
1. Tender must be completed in the format contained in Attachment 2 of the RFT.	
2. Tenders must be deposited in the required form in the Tender Box by the closing time specified in the RFT.	
3. Proposal and related documentation must be in the English language or translated into English.	
4. Tenderers must tender to provide the whole of the works/goods/services specified in the RFT.	
5. Tenders must be presented in hard copy and/or electronic copy format as specified in this RFT 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**

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

<b>Criteria</b>	<b>Weight %</b>
<b><u>Non-Price Criteria</u></b>	
1. Pacific/small jurisdiction legal experience	5
2. Acceptance of the contract terms	5
3. Proven Experience and Past Performance with Consolidation	25
4. Other skills and competencies	10
5. Local business involvement and use of local resources for this work	5
<b><u>Total Non-Price Elements</u></b>	<b>50</b>
Price	50
<b>TOTAL WEIGHTING</b>	<b>100</b>

**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**

### **Draft Contract**

***Note to Proposers: This contract contains the applicable terms and conditions and will be completed as appropriate for the successful Proposer taking into account the services to be provided. Some terms may not be relevant depending on the services awarded.***



### **Schedule**

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

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

Name:

Position:

Date:

**Consultant:** [Insert Consultant details]

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

Name:

Position:

Date:

**Project: Consolidation of Laws**

**Location: Parliamentary Services, Avarua, Rarotonga, COOK ISLANDS.**

**Scope and Nature of the Services:**

The goal of the project is to strengthen the rule of law in the Cook Islands, by updating principal legislation to take into account amendments and repeals made by Parliament to existing Acts. The first phase of this project is to facilitate commencement of the project by assessing the project design and assess realistic timeframes and budgetary considerations; and identify project risks and optimal solutions for mitigating or minimising risks.

**Programme for the Services:**

The following table is a breakdown of the deliverables required for submission.

No.	Deliverable	Inputs/tasks	Due date
1	First Draft Report: Scoping Study.	<p>In country consultations with stakeholders.</p> <p>Identification of the extent of the work that will be required.</p> <p>Identification of the most practical method of achieving the objectives (including options if applicable).</p> <p>Assessment of the project design, timeframes and budgetary considerations.</p> <p>Identification project risks and optimal solutions for mitigating or minimising risks.</p>	6 weeks after project commencement date
2	Final Report: Scoping Study	Consultation with the Principal and Crown Law on draft report.	2 weeks after draft report
3	Terms of reference for Phase 2, Consolidation	Terms of reference including timeline, outputs, costs and risks.	2 weeks after draft report

**Fees and Timing of Payments:** The total contract fee is *TBC* as per tender.

Funds will be paid upon receipt of approved invoices and acceptance of documents in accordance with the following schedule:

No.	Milestones	Payments in Percentage of Total Contract Value	Amount (NZD)
1	Signing of the Contract	10%	<i>TBC</i>
1	Final Report: Scoping Study	40%	<i>TBC</i>

No.	Milestones	Payments in Percentage of Total Contract Value	Amount (NZD)
3	Terms of reference for Phase 2, Consolidation	50%	TBC

**Insurance:**

The Consultant shall

- (i) take out and maintain at its own cost but on terms and conditions approved by the Government, personal liability insurance; and
- (ii) at the Governments request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.

**Contact Person:**

Name of Person: Kathy Bell

Title: Deputy Solicitor-General

Address: PO Box 494, Rarotonga, Cook Islands

Phone: +(682) 29337

E-mail: [kathy.bell@cookislands.gov.ck](mailto:kathy.bell@cookislands.gov.ck)

Consultant Contact: To be confirmed

**Special Conditions:**

1. The Consultant is responsible for all their tax liabilities arising out of the agreement.
2. For the avoidance of doubt the Consultant is not an employee of the Government of the Cook Islands.

## CONDITIONS OF ENGAGEMENT: CONSULTANT

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

1. **Services:** The Consultant shall perform the Services as described in the attached Schedule.
2. **Skill:** In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. **Independent Judgment:** Where the Services require the Consultant to certify, decide or use discretion under a contract between the Government and a third party, the Consultant must act independently, and with professional skill and judgment, and according to the terms of the contract between the Government and the third party.
4. **Key Personnel:** The Key Personnel for the provision of the Services are as listed in the Schedule. Any change to the Key Personnel requires the written consent of the Government.
5. **Confidentiality:** The Consultant must keep confidential all information provided by the Government in relation to this Agreement and not disclose the same without the written consent of the Government.
6. **Public Statements:** The Consultant must not make any public statements about the Services or this Agreement without the Government's written approval.
7. **Delay:** If at any time the Consultant's performance falls behind the programme set out in the Schedule then the Consultant shall notify the Government and, where the delays are due to matters within the control of the Consultant, shall take all practicable steps to remedy such delay.
8. **Information:** The Government shall provide to the Consultant, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Government's prior consent, use information provided by the Government for purposes unrelated to the Services.
9. **Variations:** The Government may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Government or any other circumstance is a Variation the Consultant shall notify the Government as soon as practicable.
10. **Payment:** The Government shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the Schedule and all amounts are payable in New Zealand dollars.
11. **Purchase of Goods:** Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or services shall be payable by the Government provided that the Consultant first obtains the written consent of the Government. The Consultant shall maintain records which clearly identify time and expenses incurred.
12. **Liability:** Where the Consultant breaches this Agreement, the Consultant is liable to the Government for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Neither the Government nor the Consultant shall be liable to the other under this Agreement for indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

13. **Insurance:** The Consultant shall take out and maintain for the duration of the Services such insurances as are specified in the Schedule.
14. **Contribution to Loss:** If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. **Intellectual Property:** Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be owned by the Government. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Government shall, after payment by the Government, lie with the Government.
16. **Termination:** The Government may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Consultant may, in the event the Government is in material default, terminate the Agreement by notice to the Government. Any suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
17. **Jurisdiction:** This Agreement is governed by the Cook Islands law and the Cook Islands courts have jurisdiction in respect of this Agreement.
18. **Assignment:** The Consultant must not assign, transfer or subcontract all or part of its rights or obligations under this Agreement without the Government's written consent, such consent to be provided at the Government's absolute discretion.
19. **General Warranties:** The Consultant represents, warrants and undertakes that:
  - 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, licences 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.