



**GOVERNMENT OF THE COOK ISLANDS**

**MINISTRY OF INFRASTRUCTURE COOK ISLANDS**

**REQUEST FOR PROPOSALS**

**ISSUED ON SATURDAY 19<sup>th</sup> March 2016**

**FOR**

**PROCUREMENT OF**

**FEASIBILITY STUDY OF ALTERNATIVE TREATMENT  
TECHNOLOGIES FOR THE DISPOSAL OF SOLID AND  
HAZARDOUS WASTER FOR RAROTONGA, COOK ISLANDS**

**CONTRACT NO: 16/02**

**ID NUMBER: 151633**

**March 2016**

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

**mac.mokoroa@cookislands.gov.ck**

**TENDER CLOSING TIME: 3:00 pm (CI Time)**

**Friday 08, April 2016**

## Letter of Invitation

Reference No: 151633

19th March 2016

To All Tender Parties,

The Ministry of Infrastructure Cook Islands, (hereinafter called the "Principal") intends to procure services to conduct a "feasibility study of alternative technologies for the proposal of solid and hazardous waste for Rarotonga, Cook Islands" (the "Consultancy Services). This will guide the Cook Islands Government in the appropriate selection, design, installation and commissioning of a new centralised waste treatment facility to receive and process all major waste streams generated in Rarotonga, and possibly the Outer Islands (the Contract Works), all in conformity with the following documents (the 'Tender Documents'):

- 1) The successful Consultant will be selected and engaged in accordance with the Cook Islands Government Procurement Policy 2014, which is available online on the Cook Islands Government Procurement website <http://www.procurement.gov.ck/> and the Request for Proposals to supply the Consultancy Services ("RFP").
- 2) The RFP includes the following documents that may be downloaded via: Infrastructure Cook Islands website [www.ici.gov.ck](http://www.ici.gov.ck/):
  - i) This Letter of Invitation
  - ii) Instruction to Consultants, Data Sheet and Evaluation Criteria
  - iii) Technical Proposal Standard Forms
  - iv) Financial Proposal Standard Forms
  - v) Background Information and Terms of Reference
  - vi) Draft Consultancy Agreement
- 3) We would like to stress that Consultants submitting proposals must fully comply with all aspects of the "Instructions to Consultants". Any proposal submitted that fails to contain a complete set of all required documents and technical forms, in the correct language, with all team members CVs duly certified will be rejected prior to technical evaluation. Should any financial information be provided in the technical proposal then again the proposal will be rejected prior to technical evaluation.
- 4) You are requested to acknowledge to the undersign by email to [mac.mokoroa@cookislands.gov.ck](mailto:mac.mokoroa@cookislands.gov.ck) receipt of this Letter of Invitation with clear indication whether you intend to submit a proposal to supply the Consultancy Services.

Sincerely,

Ngametua Pokino  
Secretary  
Ministry Infrastructure Cook Islands

## Glossary and Definitions

Term	Explanation
RFP	Request for Proposal
Tender Team	The team that is responsible for the management of this Tender, including the evaluation and administrative functions
Tender Evaluation Team (TET)	The group of people within the Tender Team that will evaluate this Tender
Principal	Secretary, Infrastructure Cook Islands
ICI	Infrastructure Cook Islands
MFEM	Ministry of Finance and Economic Management
Manual	The Cook Islands Government Financial Policies and Procedures manual 2014



**Table of Contents**

- 1 Introduction To Consultants ..... 1**
  - 1.1 Introduction ..... 1
  - 1.1.1 General ..... 1
  - 1.1.2 Conflict of Interest ..... 1
  - 1.1.3 Proposed Validity ..... 2
  - 1.1.4 Eligibility of Consultants ..... 2
  - 1.2 Clarifications and Amendments to RFP Documents ..... 3
  - 1.3 Preparation of Proposal ..... 3
  - 1.4 The Technical Proposal ..... 4
  - 1.5 Financial Proposal ..... 4
  - 1.6 Submission, Receipt, and Opening of Proposals ..... 5
  - 1.7 Proposal Evaluation ..... 6
    - 1.7.1 General ..... 6
    - 1.7.2 Evaluation of Technical Proposals ..... 6
  - 1.8 Public Opening and Evaluation of Financial Proposals ..... 7
    - 1.8.1 Public Opening of Financial Proposals ..... 7
    - 1.8.2 Evaluation of Financial Proposals ..... 7
  - 1.9 Ranking of Proposals ..... 8
  - 1.10 Negotiations ..... 8
  - 1.11 Confidentiality ..... 9
  - 1.12 Award of Contract ..... 9
  - 1.13 Contract Commencement Date ..... 9
- 2 DATA SHEET ..... 10**
- 3 ANNEX 1 - Data Sheet Evaluation ..... 12**
- 4 ANNEX 2 - TECHNICAL PROPOSAL - STANDARD FORMS ..... 14**
  - 4.1 Form Tech-1 Technical Proposal Submission Form ..... 15
  - 4.2 Form Tech-2 Consultants Experience ..... 16
  - 4.3 Form Tech-3 Description of Approach, Methodology and Work Plan for  
Performing the Assignment ..... 17
  - 4.4 Form Tech - 4 Team Composition and Task Assignment ..... 18
  - 4.5 Form Tech - 5 Curriculum Vitae (CV) for Proposed Professional Staff ..... 19
  - 4.6 Form Tech - 6 Staff Schedule ..... 20
  - 4.7 Form Tech-7 Work Schedule ..... 21
  - 4.8 Form Tech - 8 Statutory Declaration Child Protection ..... 22
  - 4.9 Tech Form - 9 Declaration on Fraud and Corruption ..... 24
- 5 ANNEX 3 - FINANCIAL PROPOSAL STANDARD FORM ..... 26**
  - 5.1 Form Fin - 1 Financial Proposal Submission Form ..... 27
  - 5.2 Form Fin - 2 Summary of Prices ..... 28
  - 5.3 Form Fin - 3 Breakdown of Expenses by Activity ..... 29

5.4	Form Fin - 4 Breakdown of Remuneration <sup>1</sup> .....	30
5.5	Form Fin - 5 Breakdown of Expenses (Reimbursable/Out-of-Pocket Expenditure) .....	31
<b>6</b>	<b>ANNEX 4 - TERMS OF REFERENCE.....</b>	<b>32</b>
6.1	About these terms of reference .....	32
6.2	Introduction and Background.....	32
6.3	Project Description and Objectives: .....	32
6.4	Required Outputs .....	34
6.5	Timeline .....	34
6.6	Methodology .....	34
6.7	Scope of Services (or specific terms of reference).....	35
6.8	RFP Budget .....	35
6.9	RFP Timeline .....	35
6.10	Duty Station and Travel .....	35
6.11	Qualification of the successful contractor .....	35
6.12	Summary of Requirements .....	35
6.13	Issue of Documents and Acknowledgement .....	36
6.13.1	Property of RFP Document .....	36
6.14	Instructions to Proposers .....	36
6.14.1	Sufficiency of Proposals .....	36
6.14.2	Further Explanation .....	36
6.14.3	Accuracy and Completeness of Proposals .....	36
6.14.4	Communications in Relation to RFP .....	36
6.14.5	Further Information or Clarification.....	37
6.14.6	Key Dates .....	37
6.14.7	Modifications to RFP by Planning & Design Division .....	37
6.15	Information Supplied by Proposer .....	37
6.16	Issue of Tender Document .....	37
6.17	Repudiation of Contract.....	38
6.18	Payment Schedule .....	38
<b>7</b>	<b>ANNEX 5 - TYPICAL STANDARD CONTRACT FOR CONSULTANCY SERVICES.....</b>	<b>43</b>
7.1	Term of Contract.....	48
7.2	The Services.....	48
7.3	Invoicing and Payment .....	49
7.4	Contract Management .....	50
7.5	Records, Reports and Information .....	50
7.6	The Contractual Relationship .....	51
7.7	Subcontractors .....	51
7.8	Insurance and Indemnity .....	52
7.9	Conflicts of Interest.....	52
7.10	Resolving Disputes.....	52
7.11	Ending this Contract .....	53

7.12 Intellectual Property Rights..... 54  
7.13 Confidential Information..... 55  
7.14 Notices ..... 55  
7.15 Extraordinary Events ..... 56  
7.16 Anti-Corruption ..... 56  
7.17 Anti-Terrorism..... 57  
7.18 Variations..... 57  
7.19 General ..... 57  
7.20 Definitions ..... 58

## **1 Introduction To Consultants**

### **1.1 Introduction**

#### **1.1.1 General**

i. The Ministry of Infrastructure - Cook Islands (hereafter the Principal) requests for tenders for the feasibility study that would guide the Cook Islands Government in the appropriate selection, design, installation and commissioning of a new centralised waste treatment facility to receive and process all major waste streams generated in Rarotonga.

ii. Consultants submitting proposals to supply the professional services for the feasibility study of alternative treatment for the disposal of solid and hazardous waste for Rarotonga, Cook Islands (referred to in these instructions to Consultants as "Consultants" or "Bidders" or in reference to the singular of each "Consultant" or "Bidder") should familiarise themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions. Consultants are encourage to visit the project site in conjunction with the nominated representative of the Principal. The Consultants representatives should contact the Principal's Representatives named in the Data Sheet to arrange for their visit and they should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

iii. Consultants shall bear the cost associated with the preparation and submission of their proposals. Cost might include site visit, collection of information; and if selected, attendance at contract negotiations.

iv. The Principal is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.

v. In preparing their proposals, Consultants are expected to examine in detail the documents comprising the Request for Proposal ("RFP"), which documents are listed in the Letter of Invitation. Material deficiencies in providing the information requested by the RFP will result in rejection of a proposal.

vi. This RFP was prepared by the Planning and Design Division, which consist of professional engineers and was reviewed and endorsed by wider stakeholders; financial expert, lawyer and secretariat of the Cook Islands Tender Committee.

#### **1.1.2 Conflict of Interest**

i. Consultants must provide professional, objective and impartial advice and at all times hold the Principal's interest paramount, without any consideration for future work. In providing advice, they must avoid conflicts with other assignments and their own individual or corporate interest. Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligation to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Principal. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below;

a. A firm/company/organization that has been engaged by the Principal to provide goods, works, or non-consulting services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services.



Conversely, a firm/company/organization hired to provide consulting services for the preparation of the terms of reference, and its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to the firm/company/organization's consulting services for such preparation or implementation.

b. Neither consultant (including the personnel and sub-consultants of consulting firms) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. For example, consultants hired to prepare engineering designs for any infrastructure project shall not be engaged to prepare an independent assessment for the same project, and consultants assisting a client in the privatisation of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare terms of reference for an assignment shall not be hired for the assignment in question.

c. Consultants (including the personnel and sub-consultants of consulting firms) that have a business or family relationship with a Government employee who is directly involved in preparation of terms of reference for a contract. The selection process for such contract, or supervision of such contract may not be awarded the contract unless the conflict stemming from this relationship has been resolved in advance in a manner acceptable to the Principal throughout the selection process and the execution of the contract.

### **1.1.3 Proposed Validity**

i. The Data Sheet indicates how long the Consultants Proposals must remain valid after the Deadline for submission of proposal date. During this period, the Consultants shall maintain the availability of experts nominated in their proposals. The Principal will make its best effort to complete the negotiation within this period. In case of need, the Principal may request the Consultants to unconditionally extend the validity period of their proposals up to 30 days. Consultants have the right to reasonably refuse to extend the validity period of their proposals.

### **1.1.4 Eligibility of Consultants**

i. Consultants must meet the following eligibility requirements:

a. Possess a valid business license to perform the Consultancy Services in the Cook Islands through Business Trade Industry Board (BTIB) if applicable;

b. Be free from insolvency, bankruptcy, or similar status;

c. Have legal capacity to enter into contract;

d. Have an adequate record of business integrity and ethics, and

e. The firm/company/organization and or any of its principals have not been convicted within the last year of, or currently under investigation for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in procurement.

f. Any individual or organisation (including, as the Cook Islands Government deems relevant, an organisation's named personnel, directors or equivalent) which meets any one of the following criteria will be ineligible to provide proposals or act as a subcontractor for this opportunity:

Inclusion on the Asian Development Bank and World Bank “Listing of Ineligible Firms and Individuals”. See:  
<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

g. Complete a Declaration on Child Protection to ensure promotion of the well-being of children and young persons and seeks to protect them from harm, ill treatment, abuse, neglect and deprivation – see standard Form TECH-8 of this RFP.

h. Complete a Declaration on Fraud & Anti-Corruption acknowledgement – see standard Form TECH-9 of this RFP.

## 1.2 Clarifications and Amendments to RFP Documents

i. Consultants may request a clarification of any of the RFP documents up to 5 days before the Deadline for submission of proposals date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Principal will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry to all Consultants. Should the Principal deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-clause (iii)

ii. There are no negotiations allowed between any Consultant and the Principal or its tender evaluation team during the advertising stage.

iii. At any time before the Deadline for submission of proposals date, the Principal may, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their proposals, the Principal may at its discretion, if the amendment is substantial, extend the Deadline for submission of proposals date.

## 1.3 Preparation of Proposal

i. A Consultant’s proposal (the “Proposal”) will consist of two (2) components:

- a. The Technical Proposal;
- b. The Financial Proposal.

ii. The Proposal, as well as all related correspondence exchanged by the Consultants and the Principal, shall be in English. All reports prepared by the contracted Consultant shall also be in English.

iii. The Proposal should include a cover letter signed by a person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm/company/organisation. The letter should specify all association arrangements, and certify that each consultant associated to the firm/company/organisation will perform its designated tasks under the assignment if the lead firm/company/organisation is awarded the contract. (Form TECH-1 and Form FIN-1).

iv. The Technical Proposal shall clearly demonstrate the Consultant’s understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through its nominated experts.

v. The Consultant must tender to provide services for the whole of the Contract Works.

## 1.4 The Technical Proposal

The Technical Proposal must be submitted in hard copy and in accordance with Annex 2 "Technical Proposal - Standard Forms" (TECH-1 to TECH-9) which shall contain the following information set out in paragraphs from i to vii. Such information must be provided by the Consultant and each associate:

- i. A brief description of the organisation and outline of recent experience of the Consultant and each associate on at least 5 assignments of a similar nature is required in Form TECH2. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major companies within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Principal.
- ii. A concise, complete, and logical description of how the Consultant's team will carry out the services to meet the requirements of the TOR using Form TECH-3.
- iii. A work schedule showing in graphical format the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using Form TECH-7.
- iv. A staffing schedule (Form TECH-6) indicating clearly the duration in terms of person-months of each nominated expert including any domestic expert (if required). Shall indicate when experts are working in the Project office and when they are working at locations away from the Project office.
- v. Team composition and assigned tasks shall be listed using Form TECH-4.
- vi. Curriculum Vitae (CV) for all proposed professional staff should be included using Form TECH-5. **Note that CVs of all team members must be certified by the subject person.**
- vii. Comments, if any, on the terms of reference in the RFP to improve performance in carrying out the Consultancy Services or any part of it. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Principal that work required to implement any such improvements, are included in the inputs on the Consultant's Staffing Schedule.
- viii. The Technical Proposal shall not include any financial information and any Technical Proposals containing financial information shall be declared nonresponsive and rejected by the Principal.

If tenders do not comply with the format contained in accordance with Annex 2 "Technical Proposal Standard Forms" (TECH-1 to TECH9), it will not be accepted.

## 1.5 Financial Proposal

i. All information provided in the Consultants' Financial Proposal will be treated as Confidential with the exception of the Consultant's total price which shall be read out during the opening of the Financial Proposals. The Financial Proposal must be submitted in hard copy using the format provided in Annex 3. If tenders do not comply with the format contained in accordance with Annex 3 "Financial Proposal Standard Forms", it will not be accepted. In addition, the Financial Proposals of bidders whose Technical Proposals

fail to achieve the minimum technical score of 700 points will not be opened and the bidder will not be invited to attend the Financial Proposal opening. The Technical Proposal and unopened Financial Proposal will be returned after Contract award.

ii. The amounts stated under the Provisional Sums and the contingency percentages (if any) in the Financial Proposal must be exact figures as specified in the Data Sheet for these cost categories. Also, the list of experts and their respective inputs, identified on Form FIN-4 must match the list of experts and their respective inputs shown in the Staffing Schedule on Form TECH-6 on the Consultant's Technical Proposal. No proposed schedule of payments should be included in the Consultant's Financial Proposal. The payment schedule and the currency of payments will be determined during contract negotiations.

iii. For the purpose of evaluation of Financial Proposals, the Principal will compute the NZ Dollar equivalent of the cost estimates submitted by the Consultants at the rate of exchange for the applicable currency determined as of the date of opening of Financial Proposals from the source indicated in the Data Sheet.

iv. This Contract is subject to taxation in Cook Islands, namely VAT and Withholding Tax and the Consultant is responsible for ensuring that any bid fully complies with the taxation requirements in Cook Islands. The Principal reserves the right to forward the value of the tax charged by the Consultant on the Consultancy Fee direct to its Revenue Management division. If this right is exercised by the Principal, the value of the tax charged by the Consultant on the Consultancy Fee will not be included in payments made to the Consultant under the Contract. Withholding Tax is not payable if the Consultant is paying income tax in its country of residence but this is subject to a written exemption obtained by the Revenue Management division. The Consultant must quote fee rates excluding any taxes payable in Cook Islands.

## 1.6 Submission, Receipt, and Opening of Proposals

i. The original Proposal (both Technical and Financial Proposals) must be completed in the format contained in Annex 2 and 3 and shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting must be initialled by the authorized person(s) who signed the Proposal.

ii. An authorized representative of the Consultant shall initial all pages of the original hard copy of the Financial Proposal. No other copies of the Financial Proposal are required.

iii. The Technical and Financial Proposals shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

iv. The original and all copies of the Technical Proposal to be sent to the Principal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked by red felt pen "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and the title of the Project and other information indicated on the Data Sheet. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**

v. It is the tenderers responsibility to ensure that all Proposals are delivered, submitted and placed in the slot of the locked tender box clearly marked "Tenders" at the indicated Principal submission

address on or before the time and date stated in the Data Sheet or any new date established by the Principal in accordance with this RFP.

vi. Facsimile and electronic proposal will not be acceptable as original submission due to confidentiality issues and to avoid allegation of document tampering. Electronic proposals will be requested by the ICI in addition to an original hard copy after the closing date for ease of analysis. No proposals shall be revealed to anyone, until the agreed day that the Tender box is to be opened.

## **1.7 Proposal Evaluation**

### **1.7.1 General**

i. From the Deadline to the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Principal on any matter related to its Technical and/or Financial Proposal. Any effort by a Consultant to influence the Principal in examination, evaluation, ranking of proposal Proposals or recommendation for award of contract will result in rejection of the Consultant's Proposal.

ii. Bidders may request to see evaluation documents; this decision is at the discretion of the Principal.

### **1.7.2 Evaluation of Technical Proposals**

i. The Principal's Evaluation Panel (PEP) will be responsible for evaluation and ranking of Proposals received.

ii. The PEP evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the Evaluation Criteria and points system in the Data Sheet. Each Proposal will be given a technical score (St). A proposal shall be rejected at this stage if it fails to achieve a minimum of St of 700 points.

iii. The PEP may need to contact the referees and previous clients of the bidder during the evaluation, so the Consultants are requested to ensure correct details are included in their tender proposal for further referencing.

iv. A Technical Proposal will not be considered for evaluation in any of the following cases:

a. The Consultant that submitted the Proposal or one of its associated consultants does not meet the eligibility requirements described in Sub-Clause 1.1.4 (i) a to 1.1.4 (i) f;

b. The Consultant that submitted the Proposal or one of its associated consultants was found not to be legally incorporated or established in their home country;

c. The Technical Proposal and any other form was submitted in format which does not comply with the requirements of the Instructions;

d. The Technical Proposal included details of cost of the services or any other financial information.

e. Technical Proposal reached the Principal after the Deadline for the submission of proposals date specified in the Data Sheet.

A Technical Proposal that does not meet the prescribed criteria in 1.7.1 and 1.7.2 will not be considered for evaluation and will be returned to the bidder together with the unopened Financial Proposal after contract is awarded.

## 1.8 Public Opening and Evaluation of Financial Proposals

### 1.8.1 Public Opening of Financial Proposals

Financial Proposals for Consultants who's Technical Proposal scored 700 points and above will, unless otherwise notified by the Principal, be publicly opened on the date, time and place indicated in the Data Sheet. At the public opening of Financial Proposals, Consultant representatives who choose to attend will sign an Attendance Sheet. At the opening:

- i. The mark of each Technical Proposal that met the minimum mark of 700 will be read out.
- ii. Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
- iii. The Principal's representative will open each of the Financial Proposals related to Technical Proposals that met the minimum mark of 700. Such representative will read out loud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. The information will be recorded in writing by the Principal's representative.
- iv. The Principal's representative will provide attendees with details of the applicable currency exchange rate(s) which will be used to compute NZ Dollar (NZD) equivalents during evaluation of Financial Proposals. The source of determining the exchange rates will be indicated in the Data Sheet.

### 1.8.2 Evaluation of Financial Proposals

- i. The detail and content of each Financial Proposal will be subsequently reviewed by the Principal. During the examination of Financial Proposals, the Principal's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- ii. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, number and duration of field trips, applicable per diems, etc)
- iii. The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance, each Financial Proposal must include provisional sums and contingencies (if any) in the amounts specified in the Data Sheet and the validity period of the Consultant's Proposals must accord with the validity period set down in the Data Sheet.
- iv. Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.
- v. The **evaluated total price** (ETP) for each Financial Proposal will be determined. The ETP for each Financial Proposal will be converted into New Zealand Dollars using the exchange rates stated by the Principal on the date of public opening of Financial Proposals.
- vi. If a discount has been offered in any Financial Proposal, such discount will be applied pro-rata against each currency cost item, i.e., each expert's remuneration and each out-of-pocket cost item.

However, the discount will not apply to the provisional sums or contingency items (if any) shown in the Data Sheet. The Principal reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, call for submission of new Financial Proposals.

vii. In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in Clauses 1.7.2 and ETP in New Zealand Dollars will be determined. The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:

**Sf = 1,000 x Fm/F** where:

**Sf** is the financial score of the Financial Proposal being evaluated

**Fm** is the ETP of the lowest priced Financial Proposal

**F** is the ETP of the Financial Proposal under consideration

**The lowest evaluated a Financial Proposal will receive the maximum score of 1,000 marks.**

## 1.9 Ranking of Proposals

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight of **80 percent to the technical score and 20 percent to the financial score** of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first ranked Consultant will be invited for contract negotiations.

## 1.10 Negotiations

- i. Negotiations will be held at the date, time and address indicated in the Data Sheet. Normally, such negotiations commence not less than ten (10) days after issuance of the Principal's invitation to attend the negotiations. The invited Consultants will, as a prerequisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre- negotiation requirements as the Principal may specify. Failure in satisfaction of such requirements may result in the Principal proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- ii. The technical negotiations cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Principal to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR.
- iii. The financial negotiations will generally fine-tune duration of experts' inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant quantities stated in the Financial Proposal. Unless exceptional circumstances exist, the experts' remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.
- iv. The Principal's Representative shall prepare minutes of the negotiations which will be signed by the Principal and the Consultant.
- v. If contract negotiations fail for any reason, the Principal will commence negotiations with the next ranked Consultant.

**1.11 Confidentiality**

Information relating to details of evaluation of Proposals leading up to contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially and directly concerned with the recruitment process until the winning firm/company/organisation has been notified and contract awarded.

**1.12 Award of Contract**

After completion of negotiations, the successful tenderer must be notified in writing by the Principal prior to awarding of contract. Upon execution of the Contract, the Principal shall promptly notify the other Consultants who submitted Proposals that they were unsuccessful by formal letter of the results. An unsuccessful bidder may contact the Principal for further information leading to their unsuccessful proposal and even request to sight the evaluation panel decision.

**1.13 Contract Commencement Date**

The Data Sheet indicates the anticipated date for the commencement of the contract services. The Principal reserves the right to change the commencement date as it sees fit and shall notify the selected Consultant accordingly.



## 2 DATA SHEET

### Project: FEASIBILITY STUDY OF ALTERNATIVE TREATMENT TECHNOLOGIES FOR THE DISPOSAL OF SOLID AND HAZARDOUS WASTE FOR RAROTONGA, COOK ISLANDS.

Reference Number: 151633

Clause Reference (ITC)		
1.1.1 (i)	Principal	Infrastructure Cook Islands (ICI)
	Method of Selection	Quality and cost based selection (QCBS)
	Consultancy Services	Feasibility study of alternative treatment technologies for the disposal of solid and hazardous waste for Rarotonga, Cook Islands.
	Contact Person(s) and Address of the Principal Ngametua Pokino Secretary Ministry Infrastructure Cook Islands Arorangi, Rarotonga, Cook Islands <b>Ngametua.Pokino@cookislands.gov.ck</b>	
1.1.3 (i) & 1.7.2 (iii)	Validity of Proposal	60 (sixty) days from Deadline for submission of proposals date
1.1.1 (ii)	Name and Address of the Principal's Representative where correspondence concerning this Request for Proposal is to be sent: <b>Mac Mokoroa</b> <b>Project Co-ordinator</b> Ministry Infrastructure - Cook Islands <b>Mac.Mokoroa@cookislands.gov.ck</b>	
1.5 (iv)	Reference exchange rate	ANZ Bank on the due date
1.5 (iv)	Local Taxation	VAT & PAYE for staff
1.3	Consultants must submit an <b>original</b> and <b>4 copies</b> of the Technical Proposal, an <b>original</b> and <b>4 copies</b> of the Financial Proposal to the Contact Officer at the address below.	
	Consultants must submit the Proposal at the following address: Contact Officer  Ministry Infrastructure - Cook Islands PO Box 102, Rarotonga, Cook Islands	

1.6 (v) & 1.7.2 (iv) (e)	Deadline for submission of proposals date <sup>1</sup> (time and date)	3pm Friday <b>08th April 2016</b> <b>(local CI time)</b> <b>Please Note:</b> 1. No Extension Request allowed 2. Clause 1.2 deadline for clarification request
1.7.2 (ii)	Evaluation Criteria	Refer to Annex 1 - Data Evaluation Sheet
1.7.2	Expected date, time and place of Opening of Technical Proposals	Monday 11 <sup>th</sup> April 2016, 2pm (afternoon) at Infrastructure Cook Islands Office, Conference room
1.8.1	Expected date, time and place of Opening of Financial Proposals	Monday 18 April 2016, 2pm (afternoon) at Infrastructure Cook Islands Office, Conference room
1.10	Expected Date & time to start contract negotiations at this address: Time - 10am Venue - ICI Office Conference Room Date - Wednesday 20 April 2016	
1.13	Expected date for commencement of consulting services.	At the date of contract award

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<sup>1</sup> Proposal consists of Technical and Financial Proposals.

### 3 ANNEX 1 - Data Sheet Evaluation

Competency Requirements	Score Weight	Total Obtainable Score
<p><u>Background and expertise of the proposed consultant</u></p> <ul style="list-style-type: none"> <li>(a) Appropriate advanced educational qualifications</li> <li>(b) A working knowledge of various Pacific Islands Waste Management Sector and must be well versed with systems in other countries such as New Zealand, Australia and Asian Countries;</li> <li>(c) Proven knowledge of requirements in project design, strategic plans formulation and implementation</li> <li>(d) Local company/use of local materials</li> </ul>	18%	126
<p><u>Experience and ability related to services</u></p> <ul style="list-style-type: none"> <li>(e) Relevant experience in the design of public and community consultations</li> <li>(f) Proven recent experience in the formulation and developing of strategies and or masterplan</li> <li>(g) Detailed knowledge of the technical, engineering and technological systems for waste management</li> <li>(h) Demonstrated knowledge and experience of the Pacific Island Countries in the waste management sector</li> <li>(i) High level of technical competence in analysis, facilitation and knowledge networking</li> </ul>	37%	259
<p><u>Technical Skills and Resources</u></p> <ul style="list-style-type: none"> <li>(j) Relevant experience of technical personnel employed in the project</li> <li>(k) The strengths and range of human resources that can be made available for the project</li> <li>(l) Establishment and background of Consultant and subcontractors</li> </ul>	24%	168
<p>Management and Methodology</p> <ul style="list-style-type: none"> <li>(m) Excellent communication skills and ability to work with diverse stakeholders such as governments, development partners and civil society organizations</li> </ul>	21%	147

Competency Requirements	Score Weight	Total Obtainable Score
<p>(n) Availability of key personnel within the firm to effectively drive the proposed project</p> <p>(o) Proven ability to communicate in a clear and concise manner in writing and orally</p> <p>(p) Procedures and innovative methods the tenderer proposed in order to achieve key results</p> <ul style="list-style-type: none"> <li>i. Detailed works program</li> <li>ii. Key performance indicators</li> <li>iii. Innovative procedures used</li> <li>iv. Reporting and recording systems</li> <li>v. Divisional works in to subcontractors</li> <li>vi. Quality Plan</li> </ul> <p>(q) Proven ability to meet strict deadlines</p>		
<b>Total Scores</b>	<b>100%</b>	<b>700</b>
<b>Qualification Score</b>	<b>70%</b>	<b>490</b>

**4 ANNEX 2 - TECHNICAL PROPOSAL - STANDARD FORMS**

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant Firm/company/organization's Experience
TECH-3	Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECH-4	Team Composition and Task Assignment
TECH-5	Curriculum Vitae (CV) for Proposed Professional Staff <u>(Note: Please ensure all CVs are signed and certified by the subject staff)</u>
TECH-6	Staff Schedule
TECH-7	Work Schedule
TECH-8	Declaration on Child Protection
TECH-9	Declaration on Fraud & Anti-Corruption

**4.1 Form Tech-1 Technical Proposal Submission Form**

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(Location, Date)

To:\_\_\_ (Name and address of Principal)

Dear Sir or Madam:

We, the undersigned, offer to provide the consulting services for (Insert title of assignment) in accordance with your Request for Proposals dated (Insert Date) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: (Insert a list with full name and address of each associated Consultant or insert 'none')

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, as indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm/company/organization: \_\_\_\_\_

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

#### 4.2 Form Tech-2 Consultants Experience

(Using the format below, provide information on a maximum of 5 assignments for which your firm/company/organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.)

Assignment name:	Approx. value of the contract (in NZD as applicable):
Country: Location within the country:	Duration of assignment (months):
Name of Client:	Total No. of staff - months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in NZD):
Start date (month/year): Completion date (month/year):	No. of professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff with the assignment:	

Firm/company/organization's Name: \_\_\_\_\_

### 4.3 Form Tech-3 Description of Approach, Methodology and Work Plan for Performing the Assignment

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Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Organization and Staffing

Consultants are encouraged to respond directly to the TORs. Comments to the TORs may be provided in Form TECH 3.

a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities, including transfer of knowledge, and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. **(Maximum four(5) pages – using Single Line Spacing, Arial 10 font)**

b) **Work Plan**. In this chapter you should propose the main activities of the assignment, their content in consideration of the timeline allocated, phasing and interrelations, milestones (including interim approvals by the Principal), and delivery dates of the reports. (Refer to 'Required Output Table' Annex 4). The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH 6 & 7.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.)



**4.4 Form Tech - 4 Team Composition and Task Assignment**

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Professional Staff:				
Name of Staff:	Firm / company / organization	Area of Expertise	Position Assigned	Task(s) Assigned

**4.5 Form Tech - 5 Curriculum Vitae (CV) for Proposed Professional Staff**

(Maximum Three (3) pages)

**1. Proposed Position** (only one candidate shall be nominated for each position): \_\_\_\_\_

**2. Name of Firm/company/organisation** (Insert name of firm/company/organisation proposing the staff): \_\_\_\_\_

**3. Name of Staff** (Insert full name): \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment): \_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

**7. Other Training** (Indicate significant training since degrees under 5 - Education were obtained): \_\_\_\_\_

**8. Countries of Work Experience:** (List countries where staff has worked in the last ten years): \_\_\_\_\_

**9. Languages** (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing): \_\_\_\_\_

**10. Employment Record** (*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*):

From (Year): \_\_\_\_\_ To (Year): \_\_\_\_\_

Employer: \_\_\_\_\_

Position Held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>(List all tasks to be performed under this assignment)</p> <p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the task listed under point 11.)</p>	<p>Name of assignment or project: _____</p> <p>Years: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main Project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Date

**4.6 Form Tech - 6 Staff Schedule**

No.	Name of Staff	Staff input (in the form of a bar chart)											Total staff-week input					
		1	2	3	4	5	6	7	8	9	10	11	n	Home	Field	Total		
<b>Foreign</b>																		
1		(Home)																
		(Field)																
2																		
3																		
n																		
											Subtotal							
<b>Local</b>																		
1		(Home)																
		(Field)																
2																		
3																		
n																		
											Subtotal							
											Total							

**4.7 Form Tech-7 Work Schedule**

No.	Activity	Weeks											
		1	2	3	4	5	6	7	8	9	10	n	
1													
2													
3													
4													
5													
6													
7													
8													
n													

#### 4.8 Form Tech - 8 Statutory Declaration Child Protection

I, \_\_\_\_\_ of \_\_\_\_\_  
*your full legal name* *your address*

\_\_\_\_\_  
*your address continue* *your job title / profession*

**do solemnly and sincerely declare on behalf of**

\_\_\_\_\_  
*full legal name of entry* **(the Entry)**

**that:**

neither the Entity nor its parent company nor any related entity (if any) are currently, nor have been at any time, the subject of an Investigation into alleged, attempted, suspected or detected Abuse or Exploitation of Children.

Or

the Entity, its parent company or a related entity (if any) is currently, or has been, the subject of an Investigation into alleged, attempted, suspected or detected Abuse or Exploitation of Children and I will provide CIG/MFAT with any details of the Investigation that CIG/MFAT may request, including details of the outcome of the Investigation (if known).

And

Should CIG/MFAT provide funding to or engage the Entity, it will:

- upon request, provide to CIG/MFAT evidence that it has in place policies and procedures relating to the protection of Children, including training for all staff working directly with Children in recognising and responding to suspected Child Abuse and Exploitation;
- abide by laws relating to the protection of Children (including labour laws) in the jurisdiction(s) relevant to the Entity and the Funded Activity or (if separate to the Entity) the Funded Organisation;
- act in accordance with any relevant professional and ethical standards and codes of conduct;
- comply with any CIG/MFAT policies that are made available to the Entity and CIG/MFAT's reasonable directions concerning the mitigation of any risk of Child Abuse and Exploitation that may be inherent in or arise during the course of the Funded Activity or the activities of the Funded Organisation;
- document and immediately report to CIG/MFAT any case of alleged, attempted, suspected or detected Child Abuse and Exploitation that arise during the Entity's involvement in the Funded Activity or with the Funded Organisation and take measures to address the situation in accordance with CIG/MFAT's reasonable instructions (including reporting the situation to relevant authorities); and

- provide reasonable assistance to CIG/MFAT in any investigation into alleged, attempted, suspected or detected Child Abuse and Exploitation relating to the Funded Activity or Funded Organization.

**I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.**

Declared at: \_\_\_\_\_  
*City and Country in which the declaration is made*

This \_\_\_\_\_ day of \_\_\_\_\_  
*day month year*

\_\_\_\_\_  
*your signature*

\_\_\_\_\_  
*Witness signature*

#### 4.9 Tech Form - 9 Declaration on Fraud and Corruption

I, \_\_\_\_\_ of \_\_\_\_\_  
*your full legal name* *your address*

\_\_\_\_\_ *your address continue* \_\_\_\_\_ *your job title / profession*

**do solemnly and sincerely declare on behalf of**

(the **Entity**)

\_\_\_\_\_ *full legal name of entity*

**that:**

neither the Entity nor its parent company or any related entity (if any) are currently, nor have been at any time during the last five years, the subject of a Fraud Related Investigation.

**Or**

the Entity, its parent company or a related entity (if any) is currently, or has been during the last five years, the subject of a Fraud Related Investigation and I will provide CIG/MFAT with any details of the investigation that CIG/MFAT may request, including details of the outcome of the investigation (if known).

**And**

Should CIG/MFAT provide funding to or engage the Entity, it will:

- use reasonable endeavours to mitigate the risks of Fraud occurring in the activities and projects that it is involved in;
- take reasonable steps to avoid real or apparent conflicts of interest in the activities and projects that it is involved in;
- abide by laws relating to Fraud in the jurisdiction(s) relevant to the Entity or funded activity or engagement;
- required its personnel to act in accordance with any relevant professional and ethical standards and codes of conduct;
- immediately report to CIG/MFAT any case of alleged, attempted, suspected or detected Fraud which arises during the term of the CIG/MFAT funding or engagement and relates to the Entity or activity or engagement and take measures to address the situation in accordance with CIG/MFAT's reasonable instructions (including reporting the situation or relevant authorities);
- provide reasonable assistance to CIG/MFAT in any investigation into alleged, attempted, suspected or detected Fraud relating to the Entity or activity or engagement; and
- not provide false or misleading information to CIG/MFAT or fail to provide information when it has a legal obligation to do so.

**I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.**

Declared at: \_\_\_\_\_  
*City and country in which declaration is made*

This \_\_\_\_\_ day of \_\_\_\_\_  
*Day month year*

\_\_\_\_\_  
*your signature*

\_\_\_\_\_  
*Witness signature*

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## **5 ANNEX 3 - FINANCIAL PROPOSAL STANDARD FORM**

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Prices
FIN-3	Breakdown of Expenses by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Breakdown of Expenses (Reimbursable)

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## 5.1 Form Fin - 1 Financial Proposal Submission Form

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(Location, Date)

To:\_\_\_ (Name and address of Principal)

Dear Sir or Madam:

We, the undersigned, offer to provide the consulting services for (Insert title of assignment) in accordance with your Request for Proposals dated (Insert Date) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal.

Our attached Financial Proposal is for the sum of \_\_\_\_\_ Excludes VAT (<sup>2</sup>insert amount(s) in words and figures)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period, up to expiration period of the Proposal, as indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm/company/organization: \_\_\_\_\_

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

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<sup>2</sup> Amounts must coincide with the ones indicated under Total Price of Financial Proposal in Form FIN - 2

**5.2 Form Fin - 2 Summary of Prices**

<b>ITEM</b>	<b>PRICE (VAT Excl)</b>	<b>VAT (15%)</b>	<b>TOTAL PRICE (NZ Dollars)</b>
<b>1. Breakdown of Expenses by Activity</b>			
<b>2. Breakdown of Expenses of Remuneration</b>			
<b>3. Breakdown of Expenses of Reimbursable</b>			
<b>Total Price of Financial Proposal <sup>1</sup></b>			

1 Indicate the total price inclusive of VAT to be paid by the Principal in NZD. Such total prices must coincide with the sum of the relevant Subtotals indicated in all forms FIN - 3 provided with the Proposal.

Price must include all taxes and the Provisional Sum.

### 5.3 Form Fin - 3 Breakdown of Expenses by Activity

Activities <sup>2</sup> :  _____	Description <sup>3</sup> :  _____
<i>Price Components</i>	Expenses (NZD)
Consultant Fee / Remuneration <sup>4</sup>	
VAT on Consultant's Fee @ 15%	
Expenses <sup>4</sup>	
Sub Total	

1 For each currency, the sum of the relevant subtotals of all Forms FIN - 3 provided must coincide with the Total Prices of Financial Proposal indicated in Form FIN - 2.

2 Names of activities should be the same as, or correspond to the ones indicated in the second column of Form TECH - 7.

3 Short description of the activities whose price breakdown is provided in this Form.

4 For each currency, Remuneration and Expenses must respectively coincide with relevant Total Prices indicated in Forms FIN - 4, and FIN - 5.

5.4 Form Fin - 4 Breakdown of Remuneration<sup>1</sup>

Name <sup>2</sup>	Position <sup>3</sup>	Staff-work day Rate <sup>4</sup> (VAT Excl)	VAT (15%)	TOTAL PRICE (in NZD)
<b>Foreign/Non-resident Staff</b>				
		(Home)		
		(Field)		
<b>Local/Resident Staff</b>				
		(Home)		
		(Field)		

- 1 Form FIN - 4 shall be filled in for the same Professional and Support Staff listed in Form TECH - 6.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. Admin Officer)
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH - 4.
- 4 Indicate separately staff-day rate and currency for home and field work.

### 5.5 Form Fin - 5 Breakdown of Expenses (Reimbursable/Out-of-Pocket Expenditure)

Information to be provided in this Form shall only be used to establish payments (Reimbursable Expenses) to the Consultant for possible additional services requested by the Principal throughout the duration of this contract and/or for the purpose of verification of the market reasonableness of the prices offered)

The items in the list below are indicative. Consultants are requested to modify them to reflect the actual structure of their expenses.

N°	Description <sup>1</sup>	Unit	Unit Price in NZD
	Per diem allowances	Day	
	International flights <sup>2</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication expenses between (insert place) and (insert place)		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies etc		
	Use of computers, software		
	Subcontracts		
	Local project transportation expense		
	Office rent, clerical assistance		

1 Delete items that are not applicable or add other items according to details in the Data Sheet.

2 Indicate route of each flight, and if the trip is one-way or two-way, economy class only.

## **6 ANNEX 4 - TERMS OF REFERENCE**

### **FEASIBILITY STUDY OF ALTERNATIVE TREATMENT TECHNOLOGIES FOR THE DISPOSAL OF SOLID AND HAZARDOUS WASTE FOR RAROTONGA, COOK ISLANDS.**

#### **6.1 About these terms of reference**

This document specifies the terms of reference for undertaking a Feasibility Study of alternative treatment technologies for the long term disposal of solid and hazardous waste for Rarotonga at a centralised facility. The facility is to receive and process all major waste streams generated in Rarotonga, and possibly the Outer Islands including, but not limited to, domestic waste, commercial and industrial waste, tourism waste, medical / healthcare waste, quarantine waste and waste arising from the cleanup after cyclones.

#### **6.2 Introduction and Background**

(Confirm Funding Arrangements - make reference to important documents)

In the Cook Islands, as in many small island developing states, waste is continuing and increasing threat to sustainable development. The nations vibrant tourism industry, as well as the health and well being of residents rely on a clean and healthy environment.

The disposal of solid and hazardous waste in the Cook Islands is fragmented where different Government Ministries and entities are operating their own waste disposal systems. To economize and share cost, the government have proposed that a centralised waste incineration system should be established.

The Government of Cook Islands invites eligible consultants to indicate their interest in providing services to undertake a feasibility study in identifying alternative methods to dispose of solid and hazardous waste . Interested consultants must provide information indicating that they are qualified to perform the services outlined below. The study is to consider the feasibility of the facility receiving hazardous as well as non-hazardous (referred to in this document as solid waste) waste streams.

#### **6.3 Project Description and Objectives:**

The deliverable required is a single document titled “ Cook Islands – Feasibility Study of alternative treatment technologies for the Long term Disposal of solid and hazardous waste for Rarotonga.

The Feasibility Study should include:

- 6.3.1 A determination of the quantity, composition, properties and current fate and impacts of solid and hazardous waste generated on Rarotonga and forecast trends in waste quantity, composition and properties. A review of import and export statistics, economic activity data, population census statistics, tourism arrivals, and existing waste disposal records maintained by relevant ministries/authorities, etc., to refine the waste data and to forecast trends in waste quantity and character over the next 20 years. In preparing the waste forecasts, consideration will be given to present, proposed and possible future national waste diversion activities (reduction, reuse, recycling, composting, etc). A gap analysis of available waste data will be completed with recommendations provided on the need to conduct a waste audit (physical survey of waste generation and composition) of major waste streams in order to provide greater confidence in the project findings, conclusions and recommendations regarding technology selection.
- 6.3.2 An evaluation of alternative technologies for cost-effective and environmentally-sound treatment and final disposal of present and forecast solid and hazardous waste in Rarotonga. The evaluation should only consider proven and commercially available technologies suitable for a developing nation such as the Cook Islands. The evaluation will include a comparison of the alternatives against a range of technical, financial and environmental criteria identified by the consultant and approved by the ICI. It will also include a cost benefit analysis conducted in accordance with the template provided in Appendix 1.
- 6.3.3 An evaluation and recommendations on the waste collection, transport, transfer (and if relevant export) infrastructure that may need to be put in place to support any centralised waste treatment. This should include an economic assessment of the ongoing costs and viability of a collection system and which waste streams a collection system could cater for. Recommendations may be sought on the organisational structure, supporting legislation to encourage or require participation in the service or the willingness to pay for the service. These should be reviewed and tested with stakeholders and potential users.
- 6.3.4 Develop a site layout and land area estimate for the recommended facilities, including—where relevant—facilities for parking, access control, weighing loads, administration, worker sanitation and washing/changing, and equipment washing/disinfection. The site layout shall also include relevant measures to minimize adverse impacts of predicted climate change impacts (e.g., drought, flooding, excessive rainfall, mudslides, cyclone, etc).
- 6.3.5 Develop a process flow diagram including treatment processes—where relevant—for by products, waste and wastewater, drainage, and air pollution.
- 6.3.6 Identify and evaluate possible alternative cost recovery mechanisms and make recommendations for the capital, operating, and staffing requirements for the facility.
- 6.3.7 The assessment will include an evaluation of the impact and viability of waste transfer to Rarotonga from the Outer Islands.
- 6.3.8 Evaluate feasible options and provide recommendations on private sector participation in the financing, procurement, establishment, operation and maintenance of the proposed centralised waste treatment facility and supporting waste transfer service(s).



## 6.4 Required Outputs

No.	Output	Inputs/tasks	Due date
1	A compilation of all relevant data for the Rarotonga Feasibility Study Report (RFSR)	Collect and compile data, reports and surveys on Rarotonga Solid and Hazardous Waste; Interview key stakeholders for relevant input into the RFSR	May 2016
2	An analysis and assessment of data for the RFSR	Collate and analyse data, complete a gap analysis of available data; and make relevant recommendations on the need to conduct a waste audit	May 2016
3	Draft feasibility report including evaluation of appropriate alternative treatment technologies and draft recommendations on the optimal technical solution for waste collection, treatment and final disposal	Prepare draft report (covering all tasks) in consultation with relevant stakeholders	June 2016
4	Peer Review of RFSR	Consult with Stakeholders through individual meetings and a workshop at which a Powerpoint presentation of key points will be delivered and discussed	July 2016
5	Final Draft RFSR edited and referenced	Incorporate Comments from Stakeholders  Format and finalise Report	July 2016

## 6.5 Timeline

The successful tenderer must comply with the timelines as set out in the Output Table above.

## 6.6 Methodology

Proposers are invited to submit their own methodology for the achievement of the goal, outcomes and outputs. This should not exceed 5 pages in length. (Refer to Annex 2. 4.3(a))

## 6.7 Scope of Services (or specific terms of reference)

The feasibility study will require:

- Consultation with the key line ministries operating incineration plants (Ministry of Health, Airport Authority),
- Local and Island Communities
- State Owned Enterprises
- Government Ministries and other relevant stakeholders;
- Relevant Government Ministers;
- Private organisations who generate and / or manage waste
- Relevant non-government organisations
- Heads of Relevant Government Ministries
- Conduct workshops and compilation of feedback from different stakeholders.
- Data collection and review and analysis of feedback.

## 6.8 RFP Budget

The budget available for this project is determined by market rate excluding VAT.

## 6.9 RFP Timeline

The following is an outline timeline for the RFP process:

RFP issued	19 <sup>th</sup> March 2016
Closing date for Proposals	08 <sup>th</sup> April 2016
Proposal evaluations complete	18 <sup>th</sup> April 2016
Awarding of Contract and commencement of project	20 <sup>th</sup> April 2016

Please note that the above timelines are indicative only and may be amended at any time by Infrastructure Cook Islands at its sole discretion.

## 6.10 Duty Station and Travel

Consultant will be required to spend a portion of their time in the Cook Islands for consultation purposes. Travel cost will be borne by the consultant as per arrangement.

## 6.11 Qualification of the successful contractor

The consultant should comprise of qualified personnel with areas of expertise in:

- solid and hazardous waste management in similar settings;
- preparing waste management strategies or masterplans;
- design and operation of alternative waste treatment and disposal technologies including, but not limited to, incineration with or without energy recovery, hazardous waste management and sanitary landfills;
- completing cost benefit analysis in waste management;
- experience in consulting with stakeholders.

## 6.12 Summary of Requirements

1. Through this RFP, Infrastructure Cook Islands (the 'principal') in collaboration with line ministries, wishes to engage the services of a consultant to undertake the review of relevant governing documents as described above.

2.This RFP will identify Proposers whom are capable of undertaking the prescribed work.

3.Proposers should ensure they are registered and have downloaded or received all files for the RFP including all prospective notices.

4.Proposers will be evaluated according to the process set out in this RFP.

## **6.13 Issue of Documents and Acknowledgement**

### **6.13.1 Property of RFP Document**

The RFP Documents issued to each Proposer, and all other information provided to each Proposer by or on behalf of Infrastructure Cook Islands, for use in connection with the preparation of Proposals shall remain the property of Infrastructure Cook Islands.

## **6.14 Instructions to Proposers**

### **6.14.1 Sufficiency of Proposals**

Each Proposer shall be deemed to have:

- (a) examined the RFP Documents and any other information supplied to the Proposer by, or on behalf of Infrastructure Cook Islands; and
- (b) satisfied itself, before submitting its Proposal, as to the correctness, completeness and sufficiency of its Proposal for the relevant project and of the prices and rates stated in its Proposal (except to the extent that the RFP Documents expressly provide otherwise).

The proposed prices and rates shall allow for all of the resources (physical, human and financial) required by the Proposer to fulfil its obligations under the contract for services to perform the Project and all of the Consultant's costs, margin and profit. The Proposer must document in its Proposal any assumptions made in the preparation of the Proposal.

### **6.14.2 Further Explanation**

In submitting a Proposal, each Proposer is deemed to have taken into account all matters and risks which may affect the performance of the project.

### **6.14.3 Accuracy and Completeness of Proposals**

All information in relation to this RFP made available by or on behalf of Infrastructure Cook Islands (whether prior to, with, or subsequent to, this RFP) in whatever form (including presentations/ discussions) is made available on the basis that Infrastructure Cook Islands makes no representation or warranty, and whether express or implied, as to the completeness, correctness or accuracy of such information. Each Proposer shall before submitting a Proposal undertake all such further investigations as it may consider appropriate.

### **6.14.4 Communications in Relation to RFP**

All communications in relation to this RFP must be directed, in writing, to Infrastructure Cook Islands.

The contact details are as follows:

Name: Mac Mokoroa  
Position: Project Coordinator  
Address: PO Box 102  
Avarua

Rarotonga  
 Cook Islands  
 Phone: (+682) 20321  
 Mobile (+682) 55377  
 E-mail: mac.mokoroa@cookislands.gov.ck

#### 6.14.5 Further Information or Clarification

Any further information or clarification required by the Tender in relation to this RFT must be directed to the Contact Officer.

The Contact Officer may respond to queries received before the Enquiry Cut-Off Time (See Table 1) and may not respond to enquiries received after the relevant Enquiry Cut-Off Time.

The request and responses to any such request shall be given in writing and shall be circulated by sequentially numbered notices to registered Tenderers. Where the 'Principal' considers that the competitive advantage of individual Tenderers may be compromised by the distribution of responses to the request for information and/or clarifications to all Tenderers, the 'Principal' reserves the right to issue a response only to that Tenderer. Any additional information relating to this RFT will be uploaded to [www.procurement.gov.ck](http://www.procurement.gov.ck).

#### 6.14.6 Key Dates

**Table 1: Approximate Dates for this Request for Tender**

Details	Date
Issue of Request for Proposal	Saturday 19 <sup>th</sup> March 2016
RFP Enquiry Cut-Off Time	3.00pm Thursday 07 <sup>th</sup> April 2016
<b>Proposal Submission Deadline</b>	<b>3.00pm Friday, 08<sup>th</sup> April 2016</b>
Tender Evaluation Complete	Tuesday 19 <sup>th</sup> April 2016
Contract Awarded and Contract Works Commencement	Wednesday, 20 <sup>th</sup> April 2016

#### 6.14.7 Modifications to RFP by Planning & Design Division

Planning & Design Division reserves the right to provide further information in respect of, and to modify the provisions of, this RFP at any time prior to the Proposal Submission Deadline, by notice to all Proposers.

#### 6.15 Information Supplied by Proposer

The Principal may ask the Proposers to provide additional information during tender evaluations. The Proposers must supply that information in the form and within the time stated in the Principal's request.

The Principal may contact Proposers referees, competitors, or customers to enquire on the performance of the Proposer's, and/or make any other enquiries about the Proposer's that the Principal may deem necessary.

The Principal reserves the right to require further clarification on any information or pricing supplied with any tender.

#### 6.16 Issue of Tender Document

RFP documents can be obtained electronically from the Infrastructure Cook Islands office or from the Cook Islands Government procurement website ([www.procurement.gov.ck](http://www.procurement.gov.ck)) Proposers obtaining an electronic copies must ensure they are registered in accordance with 8.3 Registration of Proposers.

### 6.17 Repudiation of Contract

If the Tender is accepted and for some reason the Proposer does not sign the Contract within 10 Working Days of the Principal asking the proposer to do so, the Principal will regard the Contract as null and void.

### 6.18 Payment Schedule

The contract price is both time and milestone based. The proposer is required to include all professional fees; travel cost, per diems and other administrative costs. Suitably qualified and experienced consultants are expected to deliver the following outputs. Payments will be made based on the payment schedule as detailed below:

<b>Stages</b>	<b>Milestones</b>	<b>Amount</b>	<b>Fee</b>
Stage 1	Advance at contract signing		20%
Stage 2	Upon release of Progress Report 1 and approval of Discussion Document 1		30%
Stage 3	Upon release of Progress Report 2 and approval of Discussion Document 2		30%
Stage 4	Upon release of Final report and completion. of Final Draft RFSR		20%
	Total		100%

## 7 Appendix 1: COST BENEFIT ANALYSIS (CBA) WORKPLAN TEMPLATE

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### 1. Determine the objectives of the CBA

#### *Problem*

Short description of problem that the project(s) is trying to address. This should include information on nature and extent of the problem, making sure to reference sources of this information.

- **Cause(s) of problem**

- Typically, there are multiple causes and drivers contributing to a given problem. List the main causes and drivers of the problem under consideration and include a preliminary appraisal of the relative importance of each of these causes and drivers.
- The changing frequency and intensity of climate variables (e.g. rainfall, cyclone) should be included here as one of the potential drivers of the problem (i.e. climate change risk considerations). this may be a large or small part of the problem at hand.

- **Objective of project**

- Short statement of the project objective. If possible, this objective should be specific and directly link to one or more of the causes of the problem.

#### *Options*

- **List and briefly describe each of the options that have been identified to achieve the stated objective.**

- **Check that these options:**

- were identified through a thorough process, including review of what has been done in other parts of the country and the broader Pacific region as well as consultations with communities
- clearly align with the project objective (and causes/drivers of the problem)
- are feasible given the budget constraint for the project (if applicable)?
- options are clearly distinguishable from one another
- there are enough options identified to provide the decision-maker with real scope for exercising choice

#### *Objective(s) of CBA*

- **Based on the above-listed information on the problem and options, specify the objectives for the CBA.**

For most CBAs, the primary objective(s) is to determine whether the benefits of a project option outweigh its cost and by how much relative to other alternatives. The purpose of this is to (i) determine whether the proposed project is (or was) a sound investment (justification/feasibility); and/or (ii) compare between alternative project options (rank and prioritise).

There may also be other objectives of the CBA that are specific to the problem or project options under consideration, which should also be incorporated. For example, the party commissioning the analysis may also be interested in better understanding the significance of potential environmental impacts of a project proposal and, if substantial, what design modifications can be made or complementary measures introduced to improve the project.

The objectives of the CBA should be clearly and correctly specified at the outset, and all parties involved should agree on these. This provides the direction for the analysis work.

## 2. Identify costs and benefits – with and without analysis

This section lists the various costs and benefits that need to be considered for each of the options identified to achieve the stated project objective (and thus address the identified problem). Importantly, one of the options should be the status quo or baseline scenario (i.e. costs and benefits to be experience if none of the projects were implemented - 'without project' scenario).

This information should be summarised in the 'with and without-analysis' table below.

Baseline – without project	Project option 1	Project option 2	Project option 3
	Costs		
	Benefits		

The left hand column of this table qualitatively describes what inputs, outputs, and outcomes/impacts relevant to the project problem are expected to be experienced without any project options being implemented. That is, what would likely happen if we just followed 'business as usual' taking into consideration any trends observed for the relevant impacts/outcomes, trends observed for the identified causes and drivers of the problem including population growth, and whether any other activities are planned which seek to address the same or similar problems in the same area.

The right hand column(s) of the table describes these same inputs, outputs and outcomes/impacts for the scenario where the proposed project option(s) are implemented relative to the without-project scenario (i.e. what change will the project result in against 'business as usual'). The right hand columns also includes the additional inputs required to implement the project options. These are the up-front (i.e. capital) and operational costs of the project option.

The right hand column further includes any other outcomes/impacts associated with the project options that are either not the intended focus of the project or are experienced by third party stakeholder groups. These can be either positive (a benefit) or negative (a cost).

### 3. Measure and value costs and benefits

This section should detail the data/information needed to estimate each of the costs and benefits identified in the with and without analysis, and list where this data/information can be sourced. It should also state the intended 'method' that will be used to value each of the cost and benefit items identified.

This information should be summarised in the below table.

Cost/benefit	Valuation method	Data required	Source of data
Cost 1			
Cost 2			
Benefit 1			
Benefit 2			

#### *Project Option 1*

Note that, some cost and benefit items may be too abstract to measure or too small a consideration to justify going to the effort of collecting data and undertaking valuation analysis. For these such items, the table should list 'qualitatively describe and discuss' and briefly outline the reasons why this item will not be valued in monetary terms.

### 4. Aggregate costs and benefits

This section will detail how costs and benefits will be aggregated/computed over time.

Key matters to be outlined here include:

- choice of discount rate;
- the (economic efficiency) measures that will be estimated (most commonly for Government projects this is Net Present Value and Benefit Cost Ratio); and
- how options with different life-spans will be compared.

### 5. Conduct sensitivity analysis

- List key parameters (eg. length of drought period) where there is a significant amount of uncertainty.
- Describe how these uncertainties will be tested through a sensitivity analysis - e.g. through testing of upper and lower bound values of these parameters.
- Outline the basis for selecting values used in the sensitivity analysis.

### 6. Consider equity and distributional implications



Identify which stakeholder groups will incur costs and which stakeholder groups will accrue benefits for each major cost and benefit category.

This information should be summarised in the below table.

Cost/benefit	Stakeholder group 1	Stakeholder group 2	Stakeholder group 3
Cost 1			
Cost 2			
Benefit 1			
Benefit 2			

Comment/assess whether impacts on certain stakeholder groups may merit special consideration (e.g. costs borne by low socio-economic groups).

Further comment on whether distributional effects will likely cause political or other issues that may threaten the successful implementation of the project - and could benefit from refinements to project design.

**8 ANNEX 5 - STANDARD CONTRACT FOR CONSULTANCY SERVICES**



**GOVERNMENT OF THE COOK ISLANDS**

**MINISTRY OF INFRASTRUCTURE COOK ISLANDS**

CONTRACT FOR SERVICES (Contract)

**FEASIBILITY STUDY OF ALTERNATIVE TREATMENT TECHNOLOGIES FOR THE DISPOSAL OF SOLID AND HAZARDOUS WASTE FOR RAROTONGA, COOK ISLANDS.**

between

Her Majesty the Queen acting through by and the Ministry of Infrastructure Cook Islands (ICI)  
(Buyer)

and

[Contractor's Full Legal Name]  
(Supplier)

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **THE** Contractor shall carry out the obligations imposed on the Contractor by the Contract Documents.
2. **THE** Principal shall pay the Contractor the sum of \$..... or such greater or less sum as shall become payable under the Contract Documents shall be inclusive of VAT at the times and in the manner provided in the Contract Documents.
3. **EACH** party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. **THE** Contract Documents are this Contract Agreement and the following which form part of this agreement:

## The Contract

Ministry of Infrastructure Cook Islands (ICI) in collaboration with other line ministries are seeking to engage the services of an appropriately qualified, experienced and equipped consultant or consulting firm who can undertake feasibility study of alternative treatment technologies for the disposal of solid and hazardous waste for Rarotonga, Cook Islands.

## Contract Documents

This Contract consists of pages 1 and 2; the Contract Details and Description of Services at Schedule 1; and the Standard Terms and Conditions at Schedule 2, as amended from time to time in accordance with this Contract.

## Acceptance

**For and on behalf of the Ministry of Infrastructure  
Cook Islands**

**For and on behalf of the Contractor**

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*Signature*

*Signature*

*Full name*

*Full name*

*Position*

*Position*

*Date*

*Date*

# Schedule 1

## Contract Details and Description of Services

### 1. Term of Contract

Reference Schedule 2 clause 1

<b>Start Date</b>	
<b>End Date</b>	

### 2. Scope of Services

*Description of the Services*

*[to complete]*

### 3. Outputs

*Outputs*

*[to complete]*

### 4. Performance Standards

Reference Schedule 2 clause 2.3

*[to complete]*

### 5. Contractor's Approved Personnel

Reference Schedule 2 clause 2.7

<b>Name:</b>	
<b>Position:</b>	
<b>Specialisation:</b>	

### 6. Expenses

Reference Schedule 2 clause 3

*[to complete]*

## 7. Per Diems and Allowances

Reference Schedule 2 clause 3  
**[to complete]**

## 8. Payment and Reporting

Reference Schedule 2 clauses 3 and 5  
**[Payment Schedule to be completed]**

## 9 Contract Managers

Reference: Schedule 2 clause 4

	ICI's Contract Manager	Contractor's Contract Manager
<b>Name:</b>		
<b>Title/position:</b>		
<b>Physical address:</b>		
<b>Postal address:</b>		
<b>Phone:</b>		
<b>Fax:</b>		
<b>Email:</b>		

## 10. Addresses for Notices

Reference Schedule 2 clause 14

	ICI's address	Supplier's address
<b>For the attention of:</b>		
<b>c.c.</b>		

	ICI's address	Supplier's address
<b>Delivery address:</b>		
<b>Postal address:</b>		
<b>Fax:</b>		
<b>Email:</b>		

## 11. Attachments

Reference 'Contract documents'

The following documents are attached to Schedule 1:

**[to insert if relevant]**

## Schedule 2: Standard Terms and Conditions

### 1. Term of Contract

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- 1.1 This Contract starts on the Start Date. Services must not be delivered before the Start Date.
- 1.2 This Contract ends on the End Date unless terminated earlier.

### 2. The Services

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#### Both Parties' obligations

- 2.1 Both Parties agree to:
  - a. act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other;
  - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary;
  - c. notify each other immediately of any actual or anticipated issues that could:
    - i. significantly impact on the Services;
    - ii. impact the cost of the Services;
    - iii. be the subject of a request for official information under the Official Information Act 2008 (CI) or a complaint to the Cook Islands Ombudsman under the Ombudsman Act 1984 (CI); or
    - iv. receive media attention.
  - d. not at any time do anything that is likely to adversely affect the reputation, good standing or goodwill of either Party; and
  - e. comply with all applicable laws, regulations and codes of conduct.

#### Buyer's obligations

- 2.2 The Buyer will:
  - a. provide the Supplier with any information it has reasonably requested to enable the delivery of the Services;
  - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services. All decisions and approvals are to be given within reasonable timeframes; and
  - c. pay the Supplier the Charges for the Services as long as the Supplier has achieved the relevant Milestone, including completing the Outputs required in relation to that Milestone, to ICI's reasonable satisfaction and invoiced the Buyer in accordance with this Contract.

#### Contractor's obligations

- 2.3 The Supplier must deliver the Services in accordance with the terms and conditions of this Contract including, but not limited to:
  - a. by the specified due dates and to the required standards or quality set out in Schedule 1;
  - b. within the amounts agreed as the Total Contract Price; and
  - c. diligently, effectively and to a high professional standard.
- 2.4 The Supplier warrants that:
  - a. its Personnel have the necessary skills, experience, training and resources to successfully deliver the Services;

- b. it will provide all equipment and resources necessary to deliver the Services;
  - c. it has all the regulatory licences, permits or other authorisations necessary to deliver the Services and carry out all other activities as contemplated by this Contract;
  - d. all information, statements and representations it disclosed or made to the Buyer in connection with itself and the Services, are true and correct, do not omit any material matter, and are not likely to mislead or deceive the Buyer as to any material matter;
  - e. neither the Supplier's performance of its obligations under this Contract nor the Supplier carrying out the Services infringes or will infringe any rights of third parties; and
  - f. reports produced by the Supplier shall be factually correct, accurate and truthful in every respect and shall not contain false information or be ambiguous or misleading.
- 2.5 The Supplier acknowledges that the Services are being paid for by public funds and undertakes to assist the Buyer by ensuring that transparent, efficient and effective financial and operational processes are used to manage the Contract.
- 2.6 The Supplier must use good procurement practice in letting any subcontract or the purchase of goods or services under this Contract. Good procurement practice means acting with integrity, being open, fair and accountable and achieving value for money.
- 2.7 The Supplier must use any Approved Personnel identified in Schedule 1 in delivering the Services.
- 2.8 If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures including those relating to health and safety, and security requirements. The Buyer must tell the Supplier what the relevant policies and procedures are, and either give the Supplier a copy of them, or provide an internet link.
- 2.9 If the nature of the Services requires it, the Supplier will deliver Services in a manner that:
- a. is culturally appropriate for Cook Islanders and other ethnic or indigenous groups; and
  - b. respects the personal privacy and dignity of all participants and stakeholders.

### **3 Invoicing and Payment**

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#### **Invoicing**

- 3.1 The Supplier must provide valid and accurate Tax Invoices for all Charges on the dates or at the times specified in Schedule 1.

#### **Payment**

- 3.2 Payment will normally be made within twenty Business Days of receipt of an accurate and valid Tax Invoice. The Buyer's obligation to pay is subject to clauses 3.3 and 11.7.
- 3.3 The Buyer may withhold payment of the Charges:
- a. if the Supplier fails to deliver the Services or to achieve the relevant Milestone and Outputs in Schedule 1 to the Buyer's reasonable satisfaction in accordance with this Contract;
  - b. if the Buyer disputes a Tax Invoice, or any part of a Tax Invoice, until the dispute in relation to the Tax Invoice is resolved. The Buyer will pay any portion of a Tax Invoice that is not in dispute on receipt of an amended Tax Invoice and credit note;
  - c. to match any reduction in the level of Services where the Supplier has notified the Buyer of an Extraordinary Event;
  - d. where the Supplier has consistently failed to actively and positively participate and engage in communications and/or meetings with the Buyer, or fails to take direction from the Buyer; and



- e. where the Supplier submits a report that does not conform with the requirements of this Contract.
- 3.4 A payment by the Buyer under this Contract is not evidence of:
- a. the Supplier's satisfactory performance of its obligations under this Contract;
  - b. acceptance of the Services by the Buyer; or
  - c. an admission of liability.
- 3.5 If, for any reason, the Buyer makes an overpayment to the Supplier for all or part of the Services, the Buyer may notify the Supplier in writing of the Buyer's intention to off-set the amount of the overpayment against any amount the Buyer owes the Supplier for the relevant Services or part of the Services under the Contract or any other contract the Buyer has with the Supplier. If there is no amount owed by the Buyer, then the Supplier will refund to the Buyer the amount paid in excess within ten (10) Business Days of the Buyer's request for a refund.

#### **Per Diems and Allowances**

- 3.6 The actual Allowance claimable by the Supplier may be adjusted to exclude any meals provided to the Supplier's Personnel during the provision of the Services or included as part of the actual accommodation cost. If Per Diems are payable these may also be adjusted if meals and/or accommodation are no longer required.
- 3.7 For the avoidance of doubt, if the Supplier negotiates an airfare and/or accommodation package representing an overall cost saving, the Buyer will reimburse the Supplier for the full cost of the package.

### **4. Contract Management**

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#### **Changing the Contract Manager**

- 4.1 If a Party changes their Contract Manager they must tell the other Party, in writing, the name and contact details of the replacement within five (5) Business Days of the change.

### **5. Records, Reports and Information**

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#### **Keeping Records**

- 5.1 Both Parties must keep and maintain full and accurate Records relating to this Contract and delivery of the Services. The Records must be easy to access and kept safe.
- 5.2 The Records must be accessible to the Buyer during the life of the Contract and for a minimum of seven (7) years after the End Date.

#### **Reports**

- 5.3 The Supplier must prepare and give to the Buyer the reports stated in Schedule 1. All reports must:
- a. be provided by the due dates stated in Schedule 1;
  - b. be in a format required by the Buyer in Schedule 1 and include any other information reasonably requested by the Buyer; and
  - c. be presented in a manner that allows the Buyer to easily and properly assess the Supplier's progress and the achievement of Outputs under this Contract.
- 5.4 The Buyer may from time to time request informal reports, updates or consultations on the Contract or Services.

## **Information**

- 5.5 The Supplier must give to the Buyer any Records or other information reasonably requested.
- 5.6 All information provided by the Supplier must be in a format that is usable by the Buyer, and delivered within a reasonable time of the request.
- 5.7 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry or the Buyer's statutory, parliamentary or other reporting obligations.

## **6. The Contractual Relationship**

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### **Permission to transfer rights or obligations**

- 6.1 Except as provided for under clause 7.1(b), the Supplier may transfer any of its rights or obligations under this Contract only if it has the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

### **No partnership, agency or employment**

- 6.2 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any VAT, corporate, personal and withholding taxes or other levies attributable to the Supplier's business or the engagement of its Personnel.

### **Neither Party can represent the other**

- 6.3 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

## **7. Subcontractors**

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### **Rules about subcontracting**

- 7.1 The Supplier may use Subcontractors to meet any of its obligations relating to the Services as follows:
  - a. For Subcontractors who are to be included in Schedule 1 as Approved Personnel, the Supplier must seek the Buyer's written consent through a Variation to the Contract in accordance with clause 19 prior to a change or substitution taking place.
  - b. For all other Personnel, the Supplier is solely responsible for their appointment and, if required, may make changes or substitutions without the Buyer's consent.

### **The Supplier's responsibilities**

- 7.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Services being subcontracted.
- 7.3 The Supplier must ensure that:
  - a. each Subcontractor is fully aware of the Supplier's obligations under this Contract; and
  - b. any subcontract it enters into is on terms that are consistent with this Contract.
- 7.4 The Supplier continues to be responsible for delivering the Services under this Contract even if any aspects of the Services are subcontracted.

## **8. Insurance and Indemnity**

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### **Supplier to maintain insurance cover**

- 8.1 The Supplier will maintain such insurance cover as is usual for entities undertaking operations in the nature of those undertaken by the Supplier in respect of the Services. Unless agreed otherwise by the Parties in writing, the Supplier must:
- a. take out and maintain that insurance cover for the duration of this Contract and for a period of three (3) years after the End Date; and
  - b. within ten (10) Business Days of a request from the Buyer provide a copy of the insurance policy, an explanation of the risks it covers, and a certificate proving that the policy is current.

### **Indemnity**

- 8.2 The Supplier indemnifies and holds harmless the Buyer from and against all costs, claims, damages, losses, liabilities and expenses (including legal expenses on a solicitor-client basis) relating to this Contract that arise directly or indirectly from the negligent or wilful act or omission of, or breach of this Contract by, the Supplier or the Supplier's Personnel.

## **9. Conflicts of Interest**

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### **Managing Conflicts of Interest**

- 9.1 The Supplier warrants that as at the Start Date:
- a. it has no Conflict of Interest in providing the Services or entering into this Contract; or
  - b. a Conflict of Interest has been declared and the Parties have discussed, agreed and recorded in writing how it will be managed (provided the Conflict of Interest is one that can be managed).
- 9.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

### **Obligation to tell the Buyer**

- 9.3 The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing how it will be managed (provided the Conflict of Interest is one that can be managed). Each Party must pay their own costs in relation to managing a Conflict of Interest.

## **10. Resolving Disputes**

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### **Steps to resolving disputes**

- 10.1 The Parties agree to use all reasonable endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
- a. A Party must notify the other if it considers a matter is in dispute.
  - b. The Contract Managers will attempt to resolve the dispute through direct negotiation.
  - c. If the Contract Managers have not resolved the dispute within ten (10) Business Days of notification, they will refer it to the Parties' Senior Managers, or equivalent, for resolution;
  - d. If the Senior Managers, or equivalent, have not resolved the dispute within ten (10) Business Days of it being referred to them, the Parties will refer the dispute to mediation or some other form of alternative dispute resolution.
- 10.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties, or if they cannot agree, appointed by the Chief Justice of the High Court of the Cook Islands;

- b. on the terms of the LEADR standard mediation agreement subject to any modification that might be agreed by the Parties; and
  - c. at a fee to be determined by the mediator, such fee to be paid by the Parties in equal shares.
- 10.3 Each Party will pay its own costs of mediation under clause 10.2 or alternative dispute resolution.

#### **Obligations during a dispute**

- 10.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

#### **Taking court action**

- 10.5 Each Party agrees not to start any court action in relation to a dispute until they have complied with the process described in clause 10.1 and 10.2, unless court action is necessary to preserve a Party's rights.

## **11. Ending this Contract**

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#### **No fault termination**

- 11.1 The Buyer may terminate this Contract:
- a. at any time by giving 20 Business Days' Notice to the Supplier; or
  - b. immediately by giving Notice to the Supplier if the termination is due to a change in Cook Islands Government policy or a change in Cook Islands Government appropriation.

#### **Immediate termination**

- 11.2 The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent;
  - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or otherwise becomes subject to any form of external administration;
  - c. ceases for any reason to continue in business or to deliver the Services;
  - d. is unable to deliver the Services for a period of 20 Business Days or more due to an Extraordinary Event;
  - e. is in breach of any of its obligations under this Contract and the breach cannot be remedied in ICI's opinion;
  - f. repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant;
  - g. does something, or fails to do something, that, in the Buyer's opinion, results in damage to the Buyer's reputation or business, or the reputation or business of the Cook Islands Government;
  - h. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer or the Cook Islands Government;
  - i. provides information to the Buyer that is intentionally misleading or inaccurate in any material respect; or
  - j. knowingly or unknowingly provides direct or indirect support or resources to organisations and/or individuals associated with terrorism, notwithstanding clause 17.

### **If a breach has not been remedied**

- 11.3 If a Party fails to meet the requirements of this Contract (**Defaulting Party**) and the other Party (**Non-defaulting Party**) reasonably believes that the failure can be remedied, the Non-defaulting Party must give a Notice (**Default Notice**) to the Defaulting Party.
- 11.4 A Default Notice must state:
- a. the nature of the failure;
  - b. what is required to remedy it; and
  - c. the time and date by which it must be remedied.
- 11.5 The period allowed to remedy the failure must be reasonable given the nature of the failure.
- 11.6 If the Defaulting Party does not remedy the failure as required by the Default Notice, the Non-defaulting Party may terminate this Contract immediately by giving a further Notice.
- 11.7 If the Buyer gives a Default Notice to the Supplier the Buyer may also do one or both of the following things:
- a. withhold any payment of Fees due until the failure is remedied as required by the Default Notice; and/or
  - b. if the failure is not remedied as required by the Default Notice, deduct a reasonable amount from any Fees due to reflect the reduced value of the Services to the Buyer.

### **Contractor's obligations**

- 11.8 On giving or receiving a Notice of termination, the Supplier must:
- a. stop providing the Services;
  - b. comply with any conditions contained in the Notice; and
  - c. immediately do everything reasonably possible to reduce its costs and expenses.

### **Consequences of termination or expiry of this Contract**

- 11.9 The termination or expiry of this Contract does not affect those rights of each Party which:
- a. accrued prior to the time of termination or End Date; or
  - b. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or expiry.
- 11.10 If this Contract is terminated the Buyer will only be liable to pay Charges that were due for Services delivered before the effective date of termination.

### **Handing over the Services**

- 11.11 The Supplier will, within ten (10) Business Days of receiving Notice of termination, provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer, or any person appointed by the Buyer.
- 11.12 If the Parties agree the Supplier will provide additional assistance to support any replacement supplier to deliver the Services. This support may be for a period of up to three (3) months from the date of termination and at a reasonable fee to be agreed between the Parties, based on the Fees and Expenses provided for in this Contract.

## **12. Intellectual Property Rights**

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### **Ownership of Intellectual Property Rights**

- 12.1 Pre-existing Intellectual Property Rights remain the property of their current owner.

- 12.2 New Intellectual Property Rights in the Outputs become the Buyer's property when they are created, unless otherwise agreed.
- 12.3 The Supplier grants to the Buyer a perpetual, non-exclusive, transferable, worldwide and royalty-free licence to use, for any purpose, any Pre-existing Intellectual Property Rights in the Outputs. This licence includes the right to:
- a. use;
  - b. copy;
  - c. modify; and
  - d. distribute;
- any materials to which the licence relates.
- 12.4 The Supplier acknowledges that ICI may grant a licence in relation to any Pre-existing Intellectual Property Rights in the Outputs on the same terms as set out in clause 12.3 to a Cook Islands Public Service agency, or third party (including a partner government). Where appropriate, ICI may acknowledge the owner of any Pre-existing Intellectual Property Rights when granting a licence.

### **Supplier indemnity**

- 12.5 The Supplier warrants that it is legally entitled to do the things stated in clause 12 with the Intellectual Property Rights in the Outputs.
- 12.6 The Supplier indemnifies the Buyer in respect of any expenses, damage or liability incurred by the Buyer in connection with any third party claim that the delivery of the Services or Outputs to the Buyer, or the Buyer's use of the Outputs, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Contract.

## **13. Confidential Information**

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### **Permission to release Confidential Information**

- 13.1 Each Party undertakes not to use or disclose the other Party's Confidential Information to any person or organisation other than:
- a. to the extent that use or disclosure is necessary for the purposes of providing the Services;
  - b. if the other Party gives prior written approval to the use or disclosure;
  - c. if the use or disclosure is required by law (including under the Official Information Act 2008 (CI) or parliamentary convention; or
  - d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

### **Obligation to inform staff**

- 13.2 Each Party will ensure that their Personnel:
- a. are aware of the confidentiality obligations in this Contract; and
  - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

## **14. Notices**

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### **Delivery of Notices**

- 14.1 All Notices to a Party must be delivered by hand or sent by post, courier, fax or e-mail to that Party's address for Notices stated in Schedule 1.
- 14.2 Notices must be signed by the appropriate manager or person having authority to do so.

## **Receipt of Notices**

14.3 A Notice will be considered to be received:

- a. if it is delivered by hand, on the date it is delivered;
- b. if it is sent by post within Cook Islands, on the third (3<sup>rd</sup>) Business Day after the date it was sent;
- c. if it is sent by post internationally, on the tenth (10<sup>th</sup>) Business Day after the date it was sent;
- d. if it is sent by courier, on the date it is delivered;
- e. if it is sent by fax, on the sender receiving a fax machine report that it has been successfully sent; or
- f. if it is sent by e-mail, at the time the e-mail enters the recipient's information system.

14.4 A Notice received after 5pm on a Business Day, or on a day that is not a Business Day, will be considered to be received on the next Business Day.

14.5 All the Notices sent and received by ICI will be registered into a Log Book.

14.6 Supplier is to ensure that an 'Acknowledgement of Receipt of Notices' is required to be sent via Email to ICI, in confirming that they have received the notices.

## **15. Extraordinary Events**

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### **No fault if failure to deliver**

15.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

### **Obligations of the affected Party**

15.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

- a. the nature of the circumstances giving rise to the Extraordinary Event;
- b. the extent of that Party's inability to perform under this Contract;
- c. the likely duration of that non-performance; and
- d. what steps are being taken to remedy, or reduce the impact of the Extraordinary Event on the delivery of Services.

### **Alternative arrangements**

15.3 The Buyer may, after consulting with the Supplier, make alternative arrangements to ensure performance of the Services during the period affected by the Extraordinary Event, including engaging alternative suppliers. If the Buyer makes alternative arrangements, it does so at its own cost.

## **16. Anti-Corruption**

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16.1 Both Parties warrant that they shall not make, cause to be made, nor receive any offer, gift (over the value of NZ\$100), payment, consideration, inducement, reward or benefit of any kind, which would, or could be construed as an illegal, unethical, or Fraudulent practice. Any such conduct may be grounds for immediate termination of this Contract, or the taking of such corrective action as the other Party deems appropriate.

16.2 Where either Party, or a Party's Personnel, is investigated for Fraud, or where there is a finding of Fraud against either Party or a Party's Personnel, or where a Party's Personnel is convicted of a serious criminal offence that brings that Party, or the Buyer into disrepute, or the nature of the

conviction is incompatible with the objective(s) of the Contract and Services, this event may be grounds for the other Party to immediately terminate this Contract by giving notice in writing to the other Party.

- 16.3 The Supplier undertakes to report to the Buyer within five (5) Business Days all suspected or detected Fraud and consult the Buyer before the matter is referred to police. The Buyer reserves the right to investigate cases of suspected or detected Fraud.

## **17. Anti-Terrorism**

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- 17.1 The Supplier must use its best endeavours to ensure that payments made under this Contract do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism. If the Supplier discovers any link whatsoever with any organisation or individual associated with terrorism it must inform the Buyer immediately.

## **18. Variations**

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### **Variations to this Contract**

- 18.1 Any change to this Contract must be made in accordance with clause 19, unless it is considered by the Buyer in discussion with the Supplier to have no material effect on the cost or nature of the Services.
- 18.2 Where the Buyer, in discussion with the Supplier, determines that the nature of the change is minor, the Variation may be completed through an exchange of emails between the Buyer and the Supplier. The email exchange must be completed prior to the Contract expiring and before the change is intended to take effect. The email must clearly state:
- a. what the Variation is and any other consequential amendments;
  - b. the reason for the Variation; and
  - c. any other information the Buyer reasonably requires.

The return email must clearly provide the Supplier's unconditional acceptance of the Variation.

- 18.3 Where the Buyer, in discussion with the Supplier, determines that the nature of the change is significant, the Variation must be set out in a letter signed by both Parties. Where practicable, the first Party to sign will scan the letter and email it to the other Party, who will print the letter, sign it, re-scan it and return it by email so that both Parties have a counter-signed copy for their records. Where it is not practicable to exchange the letter as a scanned image, the first Party will sign two originals and deliver them by courier, post, facsimile or by hand to the other Party for signature. The other Party will sign both copies and return one to the first Party so that both have one counter-signed original for their records.

## **19. General**

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### **This is the entire Contract**

- 19.1 This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were verbal or in writing.

### **Waiver**

- 19.2 If a Party breaches this Contract and the other Party does not immediately enforce its rights resulting from the breach that:



- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
- b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

### **Enforceability**

19.3 If any provision in this Contract is lawfully held to be illegal, unenforceable or invalid, that provision will be deemed to be deleted and will not affect the legality, enforceability or validity of the rest of this Contract.

### **No intention to confer benefits on other people**

19.4 Nothing in this Contract is intended to confer any enforceable rights or benefits on any person accessing Services provided under this Contract, or anyone other than the Buyer and Supplier, except as provided in clause 12 (Intellectual Property Rights).

### **Jurisdiction**

19.5 This Contract will be governed and interpreted in accordance with the laws of Cook Islands and subject to the exclusive jurisdiction of Cook Islands courts. Dates and times are Cook Islands time.

### **Publication of information about this Contract**

19.6 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.

19.7 Each Party undertakes not to post on websites, social networking sites or publicly display objectionable or derogatory comments about the Services, this Contract, each other, or any of their Personnel and to ensure that their Personnel do not do so.

### **Clauses that remain in force**

19.8 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses 0 (5. Records, Reports and Information), 0 (8. Insurance and Indemnity), 0 (10. Resolving Disputes), 0 (11. Ending this Contract), 0 (12. Intellectual Property Rights), 0 (13. Confidential Information), 17 (Anti-Terrorism), 0 (General) and 0 (20. Definitions).

## **20. Definitions**

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**Allowance** An amount payable to the Supplier to cover living expenses for the Supplier's Personnel required to travel and stay overnight within their own country of residence, or within another country, if and as provided for in Schedule 1. No receipts are required for Allowances. An Allowance is similar to a Per Diem. A meal allowance is a form of Allowance.

**Approved Personnel** A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change or add them without a Variation in accordance with clause 19. Substitution of Approved Personnel by a person with a higher or similar qualification(s) and experience must be done at the previously agreed Fee rate for that position. Where the person has lower qualifications and/or experience the Buyer may negotiate a reduction in the Fee rate.

**Business Day** a day when most businesses are open for business in Cook Islands. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Charges** Charges is the collective term for the Fees, Expenses, Per Diems and Allowances provided for in Schedule 1. Charges are payable on successful delivery of the Services and otherwise in accordance with this Contract, provided a valid and accurate Tax Invoice has been submitted to ICI.

**Confidential Information** Information that:

- i. is by its nature confidential;
- ii. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
- iii. is provided by either Party, or a third party 'in confidence';
- iv. either Party knows or reasonably ought to know is confidential or commercially sensitive.

**Conflict of Interest** A conflict of interest happens if a person's (including the Supplier's) personal interests or obligations conflict with the responsibilities of their job or position (including as a Party to this Contract). It means that their independence, objectivity or impartiality can be called into question. While conflicts of interest should be avoided wherever possible, conflicts often happen without anyone being at fault. It is not necessarily the emergence of a conflict of interest which is an issue, it is how it is managed that matters more. A conflict of interest may be:

- i. actual: where the conflict currently exists;
- ii. potential: where the conflict is about to happen, or could happen; or
- iii. perceived: where other people may reasonably think that a person is compromised.

**Contract Manager** The person named in Schedule 1 as the Contract Manager who is responsible for managing this Contract on behalf of one of the Parties. The Contract Managers are the day to day contacts for routine communications regarding this Contract and the Services. They are responsible for:

- i. managing the relationship between the Parties;
- ii. overseeing the effective implementation of this Contract; and
- iii. acting as a first point of contact for any issues that arise.

**Daily Fee Rate** If the Supplier's fee rate is expressed as a daily rate this is the fee payable for each day worked in the delivery of Services. One day's work is defined as a minimum of eight hours. If the Supplier's Personnel work for more than eight hours in a 24 hour period, ICI pays for only one fee day. The Supplier will be paid for travel time in such manner as is agreed by the Parties, other than normal commuting time. If the Supplier works less than a full day the Fee will be calculated based on the time worked at the agreed daily rate  $\div 8 \times$  hours worked. Note: ICI's default is the Daily Fee Rate rather than the Hourly Fee Rate.

**End Date** The date this Contract is due to end as stated in Schedule 1.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- i. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- ii. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- iii. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or

iv. contamination by radio-activity from nuclear substances or germ warfare or any other such hazardous properties.

**Fee(s)** The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses, Per Diems and Allowances.

**Fraud** means a deliberate deceit by Personnel, undertaken in order to obtain a benefit for themselves and/or someone else. This includes such acts as theft, conspiracy, bribery, corruption, misappropriation, falsification of documents, non-authorised release of information, collusion and influencing decisions that will result in a personal benefit. **Fraudulent practice** has a corresponding meaning.

**Hourly Fee Rate** If the Supplier's fee rate is expressed as an hourly rate this is the fee payable for each hour spent in the delivery of Services.

**Intellectual Property Rights** An intangible asset that consists of human knowledge or ideas. Some examples are patents, copyrights, trademarks, design, software and similar industrial, commercial or artistic property. It can include modifications, upgrades and versions.

**Milestone** A phase or stage in the delivery of the Outputs that upon ICI's assessment of satisfactory completion may result in the payment of some or all of the Fees.

**Notice** A formal or legal communication from one Party to the other. It must be in writing and meet the requirements of clause 0 (Notices).

**Outputs** All products (including reports), tasks and key requirements that the Supplier must perform or deliver under this Contract as set out in Schedule 1 and any Costed Workplan.

**Parties** The Parties to this Contract are ICI and the Supplier.

**Per Diems** An amount payable for each night's accommodation, meals and incidentals for the Supplier's Personnel whilst working in the Cook Islands, if and as provided for in Schedule 1. No receipts are required for Per Diems.

**Personnel** All individuals engaged by either Party in relation to this Contract, or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants, specialists, technical support and co-opted or seconded staff.

**Pre-existing Intellectual Property Rights** Intellectual Property Rights developed before the date of this Contract or outside the scope of this Contract. It does not cover later modifications, adaptations or additions.

**Public Service agency** Any Cook Islands Government department or agency.

**Records** All information and data necessary for the management of this Contract and the delivery of Services. It includes reports, invoices, letters, e-mails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

**Start Date** The date specified in Schedule 1 being the date this Contract starts.

**Subcontractor** A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

**Supplier** The person, business, company or organisation named as the Supplier on page 1. It includes its Personnel, successors, and permitted assignees.

**Tax Invoice** The Supplier must invoice the Buyer for the Services. The invoice must be a valid Tax Invoice which means it must:

- i. clearly show all VAT due;
- ii. be clearly marked 'Tax Invoice';
- iii. include the Supplier's name and VAT number, if the Supplier has one;
- iv. include the Buyer's name and address and marked for the attention of the Buyer's Contract Manager, or such other person stated in Schedule 1;
- v. state the date the invoice was issued; and
- vi. name this Contract and a description of the Services supplied including the amount of time spent in the delivery of the Services if payment is based on an Hourly Fee Rate or Daily Fee Rate.

The invoice must also:

- i. include the Buyer's purchase order number if there is one;
- ii. correctly calculate the Charges due; and
- iii. be supported by receipts (or VAT receipts where applicable) if Expenses are claimed and any other verifying documentation reasonably requested by the Buyer.

**Total Contract Price** The maximum price payable by ICI, as stated in Schedule 1.

**Variation** A written agreement between the Parties in accordance with clause 19 of Schedule 2 that changes any material aspect of this Contract. A change to a material aspect of this Contract is a change that creates an obligation of sufficient importance to the delivery of the Services that failure to meet it would result in a dispute and which, if unable to be enforced, has the potential to prejudice the delivery of the Services or the reputation of one of the Parties.

**VAT** The value added tax payable in accordance with the Cook Islands Value Added Tax Act 1991.