Request for Quotes

Avarua CBD Toilet Block Renovation

(Construction Contract)

The Cook Islands Investment Corporation (CIIC) is seeking a suitably qualified and experienced *Contractor* to undertake renovation works at the Avarua CBD Toilet Block, situated directly across from the Cook Islands Police Station and adjacent to the *Are Tapa’eanga.*

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

|  |  |
| --- | --- |
| **Deadline for submission of Quotes:** | **4.00pm Wednesday 05 February 2025 (CI Time)** |
| **Indicative award notification:** | April 2025 |
| **Indicative contract delivery period:** | May 2025, approximately 6 weeks implementation duration. |

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

# Conditions of Quotes

1. Contents of this RFQ

This RFQ consists of:

* Conditions of Quotes
* Attachment 1: Scope
* Attachment 2: Draft Drawings *(separate files)*
* Attachment 3: Site Information
* Attachment 4: Assessment Criteria
* Attachment 5: Response Forms
* Attachment 6: Draft Contract *(separate files)*

1. Communications regarding this RFQ

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

Contact Person for this RFQ:

Tu-Te-Maeva Poaru

Asset Development Division

Cook Islands Investment Corporation

Email address: [tutemaeva.poaru@cookislands.gov.ck](mailto:tutemaeva.poaru@cookislands.gov.ck)

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

1. Registrations of Interest

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

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

1. Notices to this RFQ

Notices to this RFQ, if/when issued, will be distributed by email to registered respondents and uploaded to the E-Government procurement portal and CIIC Website.

1. Quote contents

Quotes must comprise of completed **Response Forms** – Refer to Attachment 5. Respondents may submit additional information in support of their Quote.

All Quotes must be firm offers and may not be withdrawn for a period of 60 calendar days following the deadline for submission of Quotes.

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

1. Submission of Quotes

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

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

**Quotes must be submitted by email to** tutemaeva.poaru@cookislands.gov.ck

1. Confidentiality

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

1. The RFQ Process

Each respondent shall examine, or be deemed to have examined, the Conditions of Quotes, Scope, Draft Drawings, Site Information, Assessment Criteria, Response Forms and Draft Contract, and any other information supplied by CIIC via the E-Government portal, CIIC Website or email.

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

Respondents may choose to carry out site visits before submitting a Quote, and in order to assess the technical and site constraints associated with the Scope. The cost of attending site visits, preparing and submitting a Quote shall be borne by the Respondent.

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

CIIC shall have no liability for any information it provides, or for any cost or loss to any respondent, in the event that this RFQ is cancelled, suspended, changed or reissued.

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

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

1. Evaluation of Quotes

Quotes will be assessed against the criteria outlined in Attachment 4: Assessment Criteria.

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

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

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

1. Subject to Contract

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

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

If, in the opinion of CIIC, and at CIIC’s sole discretion, none of the Quotes submitted are acceptable, CIIC reserves the right to enter into negotiations with one or more of the respondents for a satisfactory offer.

1. Governing law

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

1. Contract Negotiations

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

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

1. Non-Resident businesses

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

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

1. Cook Islands Tax Laws

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

Attachment 1: Scope

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

# 1 Description of the *works*

### 101 Project objectives

This RFQ relates to the renovation works of the Avarua CBD Public Toilet Block, to be completed over a 6-week period.

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

### 102 Description of the Works

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

1. **Removal**

* Remove existing internal timber partitions and replace with new timber walls at full height/ Line with plywood, finish with clear seal.
* Remove existing fit-out and replace with new:
* 2x standard toilets.
* 2x accessible toilets.
* 2x stainless steel hand basins.
* Remove existing window grilles; replace with new window grilles.
* Remove existing ceramic floor tiles; replace with new gloss-finish ceramic tiles.
* Remove external handrills and trellis.
* Remove existing roof structure. Refer to the proposed roof plan for new roof plan & details.
* Contractor to dispose of all waster materials.

1. **Floor Extension**

* Extend the floor area by 1 meter towards *Are Tapa’eanga*.
* Finished floor level of the extension to match the existing internal floor level.
* New floor extension to be tiled with non-slip ceramic tiles.
* Construct new 1.6m wide ramp with a 1:12 fall.
* Floor finish: brushed concrete.

1. **Walls**

* Remove walls **EW03** and **EW04**.
* Construct new concrete block walls (**NW01 – NW03**). Full height.
* Reduce length of **EW06**.

**Waitinga area:**

* Construct a 100mm-thick concrete bench to double as a baby-changing table.
* Finish: Exposed aggregate, ground, polished and clear-sealed.
* Install a handwash basin, mirror and hand soap dispenser.
* Construct a 100mm-thick concrete seat bench. Refer to floor plan for dimensions.

1. **Internal Layout**

* Reconfigure the layout of toilets as per the proposed floor plan.
* Install a hand basin with a pedestal in each accessible toilet cubicle.
* Replace internal timber partitions with new full height timber framed walls. Line with plywood and clear seal finish.

1. **Electrical**

* Refer to the new electrical plan for the proposed electrical layout.

1. **Plumbing**

* Direct all plumbing fit-outs to the existing sewage treatment system and soakage field.

1. **Paint**

* Repaint both the internal and external walls, with colours are to be confirmed by CIIC.

### 103 General requirements

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

1. Business registration (for foreign businesses) with the Business Trade Investment Board (BTIB).
2. Obtaining and maintaining insurances as required by the contract, specifically:
   1. For loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* providing the works, minimum amount of cover for any one event: $250,000
   2. For death of or bodily injury to employees of the *Contractor* arising out of and in connection with the contract, minimum amount of cover for any one event: $100,000
   3. For the *Contractors* Plant, Equipment and Motor Vehicles, no minimum.
3. Preparing the Site-specific Health and Safety plan including task method statements, risk assessments, Job Safety Analysis (JSA) and site management plans prior to any works commencing on the site;
4. Procuring and delivering all materials to the *Site* and ensuring these remain secure throughout the works duration;
5. Supplying water, fuels and lubricants as needed;
6. Providing temporary power if required to complete the Scope and obtaining necessary permits;
7. Managing the *Contractor’s* work including contract administration, site and off-site activities,
8. Controlling health, safety and environmental management of the *Site*, and taking all practical steps to make the site and working environment safe;
9. Providing all tools, equipment, plant, machinery and operators, labour certified tradesmen to complete the works;
10. Shipping, marine insurance, wharfage, export and import clearances for imported items;
11. Appointing a suitably qualified *Site* Manager to be based on the *Site* during the execution of the works.
12. Settling all costs, whether direct or indirect, in respect of travel (and visas where applicable), accommodation, meals, daily allowances wages and/or salaries for the *Contractor* and the *Contractor’s* employees, agents and/or sub-contractors;
13. Provision of weekly progress reports to the *Client* on work completed and work yet to be completed, and attending weekly *Site* meetings;
14. Clearing of all debris, and maintaining a clean and tidy worksite at all times;
15. Reinstatement of the *Site* at the completion of the Works; and
16. Attending to and rectifying all defects notified to the *Contractor* within the 52-week period following completion certification.

# 2 Drawings

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

# 3 Specifications

### 301 Laws, regulations and standards

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

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

### 302 Materials to be used

The material grades and/or product details are identified throughout the Draft Drawings. All materials shall be brand new and not second hand or refurbished in any way.

Where a specific grade or product detail is not specified, the *Contractor* must ensre the quality of the material selected is fit for its intended purpose and meets the durability and performanve requirements of the National Building Code.

### 303 Supervision and expertise

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

### 304 Building services installers

Ancillary building services installation, such as plumbing and electrical services, must be carried out by qualified and registered installers. All applicable legislations, rules, tests and procedures governing the respective building services must be complied with at all times.

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

### 401 Restricted access to *Site*

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

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

The *Site* will remain inactive and non-operational during the *Contractors* work. The *Contractor* will have sole possession of the *Site* from the starting date. The *Contractors* possession of the immediate work area is for carrying out the works only.

### 403 Working hours

Work on the *Site* is restricted to Monday to Saturday, between the hours of 6am – 7pm. Work outside these hours maybe permitted but will require consultation and approval from the Client. No work is permitted on Sundays and King’s Birthday (02 June).

### 404 Noise and dust

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

### 405 Protection of Utility Services

Underground and overhead services must be protected from damage. Location of services must be carried out by the *Contractor* prior to works implementation.

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

### 406 Sourcing water

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

### 407 Environmental Protection

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

### 408 Code of Conduct

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

# 5 Requirements for the programme

The *Contractor* must provide a Programme of works for the *Site*, in gantt format, identifying the key milestones and target dates. The Programme must be approved by the *Client* prior to Work on the *Site* commencing.

The Programme must be updated for any revisions and require the *Clients* written approval before taking effect.

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

The *Client* is responsible for the following:

1. Resource consents (where applicable).
2. Public Notices regarding the temporary closure of the *Site* and the alternative location for toilet use.

The following is not required:

* Traffic Management

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

* Location of underground utilities.

Attachment 2: Draft Drawings

Refer to separate *‘Attachment 2 - Draft Drawings\_Avarua CBD Toilet Block’* for the Drawing files 1.1 to 1.10.

Attachment 3: Site Information

# Site: Avarua Cbd Toilet Block

## Site Description

The Avarua CBD Toilet Block is situated on Maire Nui Drive in the Avarua CBD, directly across from the Cook Islands Police Station, and adjacent to the *Are Tapa’eanga.*

The yellow square highlighted below indicates the confirmed area to be developed for the Avarua CBD Toilet Block.



1. **Existing Conditions**

* **Female Bathroom:** One standard toilet cubicle and one accessible toilet.
* **Male Bathroom:** One standard toilet cubicle and one accessible toilet.

1. **Construction**

**Floor:** Concrete construction. Ceramic tile finish.

**Walls:** Concrete block construction. Paint finish to external walls. Ceramic tile finish to internal

walls (up to window sill).

**Internal partition walls:** Timber construction. Pain finish.

**Roof:** Hip-style roof supported by timber framing with shingle finish.

1. **Internal features**

**Walls:**

* Internal walls lined with glossy ceramic tiles up to window sills.
* Brackets fixing timber partition walls to the floor are rusted.

**Handbasin:** Single, stainless steel. Cold water only.

1. **Entrance way**

**Floors:**

* Glossy ceramic tiles in the internal floor and entranceways.

**Entry Divider:**

* A 2m-high non-load-bearing wall separates the male and female entrances.

1. **Roof Structure**

100 x 50 roof framing. Plywood lining. Shingle roof.

Tie-downs are rusted (rust is visible through existing coat of paint).

1. **Windows**

No louvre blades. Existing window grilles should be replaced. 6, 000L water tank. Structural intregity of existing sewage tanks need to be assessed and replaced if not in suitable working condition.

Attachment 4: Assessment Criteria

|  |  |  |
| --- | --- | --- |
| No. | Assessment Criteria | Weighting (%) |
| 1 | Track record | 20% |
| 2 | Respondents competencies | 20% |
| 3 | Capacity of the Respondent to deliver | 10% |
| 4 | Price | 50% |
| Total | | **100%** |

Attachment 5: Response Forms

## Respondent Profile

**TIPS FOR COMPLETING THIS SECTION:**

• This section gives the Client basic information about your organisation and identifies your Point of Contact for the RFQ process.

• If an item is not applicable e.g. you do not have a registered office, complete the box by stating   
‘not applicable’.

# Our Profile

**Item Detail**

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

# Our Point of Contact

**Item Detail**

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

# Our Insurance Details

**Item Detail**

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

## Pricing Template

**TIPS FOR COMPLETING THIS SECTION:**

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

# Price List

|  |  |  |
| --- | --- | --- |
| Item Number | Description | Price |
| Avarua CBD Toilet Block | | |
| 1 | The *Works* as per Scope |  |
| 2 | Preliminary & General (site setup) |  |
| 3 | *Contractors* Overheads & Margin |  |
| The total of the Prices | | NZ$ |

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is |  | % |

The *people rates* are

|  |  |  |
| --- | --- | --- |
| category of person | unit | rate |

|  |  |  |
| --- | --- | --- |
| Supervision | Hour |  |

|  |  |  |
| --- | --- | --- |
| Trained labour | Hour |  |

|  |  |  |
| --- | --- | --- |
| General labour | Hour |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

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| --- | --- | --- |
|  |  |  |

# Assumptions

State any assumptions you have made in relation to the cost and pricing information.

## Assessment Criteria

**TIPS FOR COMPLETING THIS SECTION:**

* These are questions relating to the Assessment Criteria (Attachment 4 of the RFQ). Your Quote will be scored against your answers to these questions. Aim to give answers that are relevant, concise and comprehensive.
* Attach supporting information where required.
* If you have made any assumption about the Scope or delivery, clearly state the assumption.

| 1. **Track record** | **Weighting 20%** |
| --- | --- |
| 1. Provide 2 examples of previous/current contracts you held/hold, demonstrating your ability to service the requirements of this contract. Include:  * the contract / name of client (including contact details for reference purposes), location of contract, and dates you provided the services * a brief description of the scope of works performed * a brief description of how you managed the delivery of the services to the client * a brief commentary of any specific experiences which is related or relevant to this contract   Note: We may conduct reference checks. Please ensure to inform Clients referenced here. | |
| [insert answer here] | |

| 1. **Respondents competencies Weighting 20%** |
| --- |
| 1. List the key people who will deliver the services, and their qualifications and experience (including any Biographies). Include the proposed Site Manager , lead Builder, Plumber and Electrician. |
| [insert answer here |

| 1. **Capacity of the Respondent to deliver Weighting 10%** |
| --- |
| 1. Describe your methodology/approach to delivering the Scope. |
| [insert answer here] |
| 1. Describe your organisation’s size, structure and annual turnover. Explain why this is sufficient to deliver the Requirements in full, on time, to high quality standards. |
| [insert answer here] |

## Statement of Departures from Contract Terms and Conditions

**TIPS FOR COMPLETING THIS SECTION:**

* If there are changes proposed to the Conditions of Contract, clearly state the Proposed Changes, relevant sections of the Conditions of Contract, and reasons for proposed changes.
* Leave section blank if there are no proposed changes.

|  |  |  |
| --- | --- | --- |
| **Proposed Changes to Contract:** | **Contract reference:** | **Justification:** |
| Example:  We propose that the fourth insurance be removed. The Tenderer confirms it will be liable for all costs that may be determined by the Cook Islands High Court. | Contract Data pg 3.  Insurance Cover 83.3 Fourth insurance “Death of or bodily injury to employees of the Contractor….” | We are unable to secure this type of insurance. We are insured under the Cook Islands Employers Liability Insurance through the Ministry of Internal Affairs. We comply with the Employment Relations Act 2012. |
|  |  |  |
|  |  |  |
|  |  |  |

## Alternative Proposals (Optional)

**TIPS FOR COMPLETING THIS SECTION:**

* In addition to a fully compliant Quote, Respondents may propose alternative methods that may result in cost efficiencies.
* This section is optional. Leave section blank if there are no proposed changes.

|  |  |  |
| --- | --- | --- |
| **Proposed Changes:** | **Justification:** | **Cost change:** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Conflict of Interest Declaration

A conflict of interest arises if you or a close family member has an interest e.g. is a board or committee member or is employed in a senior position in the Government agency that wants to purchase the goods or services relating to this RFQ process.

In submitting this Quote I declare:

* That I understand an actual, potential or perceived conflict of interest may arise in participating in this Quote process and that I am obliged to declare any such conflict of interest.
* That in submitting this information that I have either declared any potential conflicts of interest or that I am not aware of any situation or issue that would conflict with the interest of the CIIC.
* If a conflict of interest arises at any time before the selected Respondent has been awarded the contract, I will advise the CIIC immediately.
* I have personally completed this declaration on behalf of the Respondent and declare that the submitted Quotes provided are true and correct.

I declare that I have a potential conflict of interest as follows:

|  |  |  |
| --- | --- | --- |
|  | | |
|  | | |
|  | | |
| I will manage this conflict of interest by: | | |
|  | | |
|  | | |
|  | | |
|  | | |
| Declared by: | | |
| Signature |  | Date |
| Full Name |  | Position (if Company) |

Attachment 6: Draft Contract

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

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

Refer to separate *‘Attachment 6 - Draft NEC4 Part A Contract Forms\_Avarua CBD Toilet Block’* to view the draft contract.