

Government of the Independent State of Samoa



STANDARD REQUEST FOR PROPOSAL

For Selection of:

Supply and Training on TUFLOW HPC Software for Flood Modelling in the Vaisigano Catchment

CONSULTING SERVICES RFP No:

MNRE-003/2019

Issued on:

29th April 2019

Market participants

International:	<i>YES</i>
Local:	<i>YES</i>

Funded by:	<i>Green Climate Fund – Vaisigano Catchment Project</i>
Client:	<i>Ministry of Natural Resources and Environment (MNRE)</i>
Contact Entity:	<i>Water Resources Division - MNRE</i>

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Section I – Instructions to Tenderers

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Section Ia – Instructions to Tenderers

Definitions

- (a) “Client” means the agency with which the selected Consultant signs the Contract;
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract;
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices;
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions;
- (e) “Day” means calendar day;
- (f) “Government” means the Government of the Independent State of Samoa;
- (g) “Instructions to Consultants” or “ITC” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals;
- (h) “Letter of Invitation” or “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants;
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part of the Services; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country;
- (j) “Proposal” means the Technical Proposal and the Financial Proposal;
- (k) “Request for Proposal” or “RFP” means the document to be prepared by the Client for the selection of Consultants, based on the Standard RFP;
- (l) “Standard Request for Proposal” or “SRFP” means document(s), which must be used by the Client as a guide for the preparation of the RFP;
- (m) “Services” means the tasks or obligations to be performed by the Consultant pursuant to the Contract;
- (n) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Services;
- (o) “Terms of Reference” or “TOR” means the document included in the RFP as Section 5 which explains the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm or organisation (the Consultant), in accordance with the method of selection specified in the Data Sheet.

- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant, although any terms or conditions (relating to application of taxes, duties or levies required by law) may change prior finalisation of the Contract provided that the correct application is confirmed by the Ministry for Revenue and such change agreed to by both Parties.
- 1.3 Consultants 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 encouraged to visit the Client or Client's representative (at the Client's office address and during business hours) regarding any query relating to the assignment before submitting a proposal. The Consultant may also attend a pre-proposal conference if one is specified in the Data Sheet. Consultants should contact the Client or Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will make available at no cost to the Consultants the inputs and facilities specified in the Data Sheet. The Client shall also assist the firm in expediting process to obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Consultants.
- 1.6 In accordance with Clause 3.03 of the Government Procurement Guidelines, the Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Conflict of Interest

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from

providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting
assignments**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting
relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference of the assignment; (ii) the selection process for such assignment; or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. On the other hand, former government employees of

the Client may be recruited to work for their former ministries, departments or agencies is acceptable provided that there is no conflict of interest. When the Consultant nominates any person employed in a Government ministry or public body¹ (other than for the Client) in their technical proposal, such personnel must have written authorisation from the Public Service Commission in the case of an employee in a Government Ministry or certification from the appointing authority of an employee in a public body. Such authorisation must confirm and allow for such employee to work and commit full-time to the consulting services (outside of his or her official position with Government Ministry or public body). Such certification shall be provided to the Client by the Consultant as part of his or her technical proposal.

Unfair Advantage

1.6.4. If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 All participants in the selection process as well as consultants and their sub-consultants must observe the highest standard of ethics during the selection and execution of contracts.² For the purposes this section, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice³” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice⁴” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

¹ The reference to public body shall have the same meaning as defined under the *Public Finance Management Act 2001*;

² In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

³ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes donor staff and employees of other organizations taking or reviewing selection decisions.

⁴ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

(iii) “collusive practices⁵” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practices⁶” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause (e) below;

- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the Client or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to the Client to address such practices when they occur;

⁵ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁶ “Party” refers to a participant in the selection process or contract execution.

Eligibility

- (d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and
 - (e) will have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring consultants to submit audited financial statements and the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government in accordance with the above paragraph 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the GCC.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.10
 - (a) A firm declared ineligible by the Government to prevent and combat fraud and corruption in its own and donor supported projects shall be ineligible to be awarded a Government financed contract during such period of time as the Government shall determine.
 - (b) Shortlisted Consultants shall be subject to the following eligibility criteria as provided in the Government Tenders Board Guidelines for Government Procurement and Contracting: Consulting Services (CS), Section III, paragraph 3.01 ("Procurement Guidelines"):
 - (i) must have a valid business license;
 - (ii) must be free from insolvency, bankruptcy, or similar status;
 - (iii) must have legal capacity to enter into contract;
 - (iv) must have an adequate record of business integrity and ethics;
 - (v) must not be excluded pursuant to Part IX of the Procurement Guidelines; and
 - (vi) the firm and its principals (or the individual consultant, as applicable) must not have been convicted within the last year of, or currently under indictment for, a criminal offence

		involving corruption or other misconduct reflecting a lack of suitability to participate in procurement.
Eligibility of Sub-Consultants	1.11	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria set forth in the Procurement Guidelines as listed in Clause 1.10 above.
Origin of Goods and Consulting Services	1.12	<p>Goods supplied and Consulting Services provided under the Contract may originate from any country, except if:</p> <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Government prohibits commercial relations with that country; (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any imports of goods from that country or any payments to persons or entities in that country.
Proposal for Consultants and Sub-Consultants	1.13	Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Validity of Proposal	1.14	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will use its best efforts to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award or any time prior signing of Contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals and the original Proposal is considered as is.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the submission of Proposals. Any request for clarification must be in writing and delivered by e-mail, post mail or facsimile or hand delivered to the Client's address indicated in the Data Sheet. The Client will respond in writing, and will hand deliver or post mail or facsimile written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants to their respective addresses. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see paragraph 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested will result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either: (a) non-shortlisted Consultant(s); or (b) shortlisted Consultants if permitted in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and indicate who will act as the leader of the joint venture.
 - (b) Although the Proposal is based on the number of professional staff-months or budget estimated by the Consultants, the Data Sheet must show either the estimated number of professional staff-months or the budget for executing the assignment.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this

	<p>budget, while the estimated number of professional staff-months shall not be disclosed.</p>
	<p>(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) is required to be submitted for each position.</p>
Language	<p>(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet.</p>
Technical Proposal Format and Content	<p>3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c)(ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.</p> <p>(a) (i) For the FTP only: a brief description of the Consultants' organisation and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p> <p>(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.</p> <p>(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality or effectiveness of the assignment; and on requirements for counterpart staff and facilities (including administrative support, office space, local transportation,</p>

equipment, data, and other matters to be provided by the Client (Form TECH-3 of Section 3)).

- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the comments and suggestions, if any, on matters referred to in clause 3.4(b)(i), should be incorporated into the description of the approach and methodology (refer to following subparagraph 3.4(c)(ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including: (a) remuneration for staff (foreign and local, in

the field and at the Consultants' home office); and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. The Client must take care in considering the reasonableness of a firm's Financial Proposal, and must require audited financial statements of the firm to be certified by an independent auditor.

Taxes

- 3.7 The Consultant may be subject to local taxes, duties, fees or other levies as required by law, on amounts payable by the Client to the Consultant, under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes, duties, fees or other levies required by law. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated. Any applicable local taxes, duties, fees or other levies will be discussed at contract negotiations, and despite what is discussed and agreed at negotiations, any such applicable amounts will be included in the Contract prior finalisation and signing of the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The original Technical Proposal shall be sent to the addresses

referred to in paragraph 4.5 together with the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.

- 4.4 The original and all copies of the Technical Proposal shall be placed in one sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in one sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP number and the name of the assignment, and a warning note stating: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL."** The envelopes containing the Technical and Financial Proposals shall be placed together in one envelope ("outer envelope") and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and a note clearly marked stating: **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]"**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If a Financial Proposal which has been submitted is not placed in a separate sealed envelope and duly marked as indicated in this Clause 4.4, the Proposal shall be declared as being non-responsive. For purpose of this clause "Official Appointed" refers to the tenderers (or their respective representatives), Tenders Board and representatives of procuring entities.
- 4.5 The Proposals must be sent to the address(es) indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the submission deadline. The envelope with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter relating to its Technical or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and endorsed by the Tenders Board.

**Evaluation of
Technical Proposals**

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP (i.e. technical requirements), and particularly the ToR or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Financial Proposals
for QBS**

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraph 6 of these Instructions.
- 5.4 After the technical evaluation is completed and all appropriate authorities including development partners has issued its no objection (if applicable), the Client shall inform the Consultants (who have submitted proposals) the technical scores obtained by their Technical Proposals, and shall notify the Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and ToR, and that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Once an Evaluation Report on the Technical Proposals is submitted to the Tenders Board, the Report should include a request by the procuring entity for the Tenders Board to open the Financial Proposals. Once the Tenders Board approves the Report, the Tenders Board shall open the Financial Proposals in the presence of the Consultants or their respective representatives, Tenders Board and representatives of the procuring entities. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all Consultants and appropriate authorities including development partners. Failure by the Client to distribute copies does not invalidate the process or any decision made regarding the Financial Proposals.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, the partial amount prevails; and in case of

discrepancy between numerals in words and figures the numerals in word form prevails. In addition, as indicated in paragraph 3.6, activities and items described in the Technical Proposal and not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal: (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost; (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect (unless after the evaluation process and a variation of the amount in the Financial Proposal is approved by the Tenders Board). Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (FM) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to paragraph 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff except where the Consultant authorises (by way of a written authority) any person to attend and participate in, the negotiations and conclude the Contract, on behalf of the Consultant. Failure of the Consultant or its representative(s) to attend any negotiations may result in the Client proceeding to negotiate with the next-ranked Consultant.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organisation and staffing, and any suggestions made by the Consultant to

improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

- | | |
|--|---|
| Financial negotiations | 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract. Despite any matter agreed at financial negotiations, any applicable tax or matter relating to the same may be confirmed at any time after the said negotiations but before finalisation and signing of the Contract. The financial negotiations will also reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of professional staff or experts | 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute requires the Client's approval. If it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate to address the same criteria, is paid at the same rate as the original candidate, and submitted by the Consultant within the period of time specified in the letter of invitation to negotiate or at any other stage after negotiations but before finalisation and signing of the Contract. |
| Conclusion of the negotiations | 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. Despite this Clause 6.5, a draft Contract reviewed, initialled and agreed at negotiations |

shall not be final and as such, the terms and conditions of the Contract are subject to change and final only when the Parties agree to sign the Contract. If any other change is required to be made to the Contract after signing, such change is not binding unless a written variation is made to the Contract is made and agreed to by both Parties.

7. Award of Contract

- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish the awarding of the Contract to the Consultant on the Ministry of Finance website, and promptly notify all Consultants who have submitted proposals with regards status of their proposals. After Contract signing between the Client and the Consultant (who or that has been awarded the Contract), the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the awarding of the Contract is published on the Ministry of Finance website. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

The Instructions to Tenderers are approved for use ***without amendment*** except as provided in the applicable Tender Data Sheet, or as otherwise noted in the Table of Amendments below:

Chairperson, Government Tenders Board	Secretary, Government Tenders Board

TABLE OF AMENDMENTS

Amendment No.	Date	Amendment details	Initial Chairperson TB

Section Ib – Tender Data Sheet (TDS)

The following TDS shall complement, supplement, or amend the provisions in the ITT. Whenever there is a conflict, the provisions herein shall prevail over those in the ITT.

Paragraph Reference	Amendments of, and Supplements to, Provisions in the Instructions to Tenders
1.1	Name of the Client: <i>Ministry of Natural Resources and Environment (MNRE)</i>
	Method of Selection: <i>QCBS</i>
1.2	Financial Proposal to be submitted together with Technical Proposal: <i>YES</i> Name of the assignment is: <i>Supply and Training on TUFLOW HPC for Flood Modelling in the Vaisigano Catchment</i>
	The applicable form of the contract is: <i>Large assignment lump sum</i>
1.3	A pre-proposal conference will be held: <i>NO</i>
1.4	The Client will provide the following inputs and facilities: <i>-Office Space;</i> <i>- Logistics support</i>
1.14	Proposals must remain valid <i>90</i> days after the submission date
2.1	Clarification may be requested no later than <i>7 calendar</i> days before the submission date. The Client's address to seek clarification is: Attention: Asuao Malaki Iakopo, Assistant Chief Executive Officer Water Resources Division, MNRE. Address: <i>Ministry of Natural Resources and Environment</i> <i>Level 3, Tui Atua Tupua Tamasese Efi Building</i> <i>Apia, SAMOA</i> Email: malaki.iakopo@mnre.gov.ws Telephone: +685 67200 Facsimile: <i>+685 23176</i> The address for Client to respond to any requested clarifications is: same as above. Facsimile: <i>same as above</i>

Paragraph Reference	Amendments of, and Supplements to, Provisions in the Instructions to Tenders
3.1	Proposals shall be submitted in the English Language
3.3(a)	<p>Shortlisted Consultants <i>Indicate MAY or MAY NOT</i> associate with other shortlisted consultants.</p> <p>For this purpose, shortlisted Consultants are: NA</p>
3.3(b)	<p>The estimated number of professional staff months required for the assignment is: <i>1.00 (4 weeks)</i></p>
3.3(d)	See Data Sheet 3.1
3.4	The format of the Technical Proposal to be submitted is: FTP <i>NO</i> or STP <i>YES</i>
3.4(g)	<p>Training is a specific component of this assignment: <i>YES Consultant shall conduct capacity building workshop and training for selected staff of MNRE, LTA, MWTI and other relevant stakeholders on flood and hydraulic modelling using the TUFLOW HPC model.</i></p>
3.6	<ol style="list-style-type: none"> 1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, travel outside the Client's country for purposes of the Services; 2) cost of necessary travel, including domestic air and ground transportation and specified baggage weight allowance, of the Personnel by the most appropriate means of transport and the most direct practicable route;
3.7	Amounts payable by the Client to the Consultant under the contract are subject to all applicable local taxation, duty, fee or other levy as required by law: <i>YES</i>
3.8	Consultant to state local cost in the national currency: <i>YES</i>
4.3	Consultant must submit the original and <i>three</i> copies of the Technical Proposal, and the original of the Financial Proposal.
4.4	<p>The Financial Proposal must be placed in one sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP number and the name of the assignment, and a warning note stating: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>The outer envelope (containing both the Technical and Financial Proposals) must not be opened before: <i>20th May 2019</i></p>

Paragraph Reference	Amendments of, and Supplements to, Provisions in the Instructions to Tenders																																														
4.5	<p>The proposal submission address is:</p> <p style="padding-left: 40px;">The Secretary National Tenders Board Ministry of Finance Level 4, Central Bank of Samoa Building Apia, SAMOA</p> <p>Proposals must be submitted no later than the following date and time: <i>11am (Samoa Local Time) Monday 20th May 2019</i></p>																																														
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td><td style="text-align: right;"><i>20</i></td></tr> <tr> <td style="padding-left: 20px;">b) Work plan</td><td style="text-align: right;"><i>10</i></td></tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td><td style="text-align: right;"><i>5</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;">[35]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td style="padding-left: 20px;">a) Team Leader / Trainers</td><td style="text-align: right;"><i>35</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td><td style="text-align: right;">[35]</td></tr> <tr> <td colspan="2" style="padding-top: 20px;"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td style="padding-left: 20px;">1) General qualifications</td><td style="text-align: right;"><i>30%</i></td></tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td><td style="text-align: right;"><i>60%</i></td></tr> <tr> <td style="padding-left: 20px;">3) Experience in region and language</td><td style="text-align: right;"><i>10%</i></td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;"><i>100%</i></td></tr> </tbody> </table> </td></tr> <tr> <td>(iv) Suitability of the transfer of knowledge (training) program:</td><td></td></tr> <tr> <td style="padding-left: 20px;">a) Relevance of training program</td><td style="text-align: right;"><i>4</i></td></tr> <tr> <td style="padding-left: 20px;">b) Training approach and methodology</td><td style="text-align: right;"><i>3</i></td></tr> <tr> <td style="padding-left: 20px;">c) Qualifications of experts and trainers</td><td style="text-align: right;"><i>3</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (iv):</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(v) Specifications of the Required Product:</td><td style="text-align: right;">[10]</td></tr> <tr> <td>Total points for the five criteria:</td><td style="text-align: right;">100</td></tr> <tr> <td colspan="2">(The minimum technical score St required to pass is: <i>70</i> points)</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	<i>20</i>	b) Work plan	<i>10</i>	c) Organization and staffing	<i>5</i>	Total points for criterion (ii):	[35]	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader / Trainers	<i>35</i>	Total points for criterion (iii):	[35]	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td style="padding-left: 20px;">1) General qualifications</td><td style="text-align: right;"><i>30%</i></td></tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td><td style="text-align: right;"><i>60%</i></td></tr> <tr> <td style="padding-left: 20px;">3) Experience in region and language</td><td style="text-align: right;"><i>10%</i></td></tr> <tr> <td style="text-align: right;">Total weight:</td><td style="text-align: right;"><i>100%</i></td></tr> </tbody> </table>		1) General qualifications	<i>30%</i>	2) Adequacy for the assignment	<i>60%</i>	3) Experience in region and language	<i>10%</i>	Total weight:	<i>100%</i>	(iv) Suitability of the transfer of knowledge (training) program:		a) Relevance of training program	<i>4</i>	b) Training approach and methodology	<i>3</i>	c) Qualifications of experts and trainers	<i>3</i>	Total points for criterion (iv):	[10]	(v) Specifications of the Required Product:	[10]	Total points for the five criteria:	100	(The minimum technical score St required to pass is: <i>70</i> points)	
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5.6	<p>The single currency for price conversions is: <i>SAT</i></p> <p>The source of official selling rates is: <i>ANZ (Samoa) Ltd</i></p> <p>The date of exchange rates is: <i>20th May 2019</i></p>
5.7	<p>The formula for determining the financial scores is the following:</p> $Sf = 100 \times FM / F$ <p>in which Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = <i>0.7</i> and</p> <p>P = <i>0.3</i></p>
6.1	<p>Expected date and address for contract negotiations:</p> <p><i>Within approximately 20 working days from the date of tender submission deadline at the Ministry of Natural Resources and Environment, Tui Atua Tupua Tamasese Efi Building, Apia.</i></p>
7.2	<p>Expected date for commencement of, and location of, consulting services</p> <p><i>22nd July 2019 At: Ministry of Natural Resources and Environment, Tui Atua Tupua Tamasese Efi Building, Apia.</i></p>

Section Ic – Proposal Preparation Checklist (PPCL)

This checklist specifies the documents to be completed by the Consultant and submitted for this RFP. All documents marked **YES** in the “*Submission Required?*” column **MUST** be submitted.

Documents should be collated and submitted in the same order as the checklist to assist the Client in verifying the presence of all required documents and facilitating proposal evaluation.

The person **authorised to sign the Proposal** shall place their initial in the “*Consultant to confirm inclusion in proposal*” column once they have checked and ensured each item’s inclusion.

This checklist MUST be completed, signed by the person authorised to sign the Technical and Financial Proposals and submitted with the Consultant’s Proposal (positioned in front of the Technical Proposal Submission Form). Failure to provide any of the required documents results in the Proposal being disqualified.

It is recommended that Consultants use this checklist while assembling their Proposal and for a final review before signature and dispatch.

Consultants should carefully check all documents submitted with the Technical and Financial Proposals to correct spelling mistakes and arithmetical errors in the Standard Forms TECH-1 to TECH-8 and FIN-1 to FIN-5B, as applicable

Items in the table below in italics are provided for the guidance of Consultants where particular attention must be paid to the Proposal contents.

ABBREVIATIONS

FP	Financial Proposal	TP	Technical Proposal
FPF	Financial Proposal Forms – Section 4	TPF	Technical Proposal Forms – Section 3
ITC	Instruction to Consultants – Section 2		

RFP PROCESS DEFINITION – *Consultants please note well*

No	RFP PROCESS FEATURE	Applies YES or NO?
1a	A FULL TECHNICAL PROPOSAL is required?	<i>NO</i>
1b	A SIMPLIFIED TECHNICAL PROPOSAL is required?	<i>YES</i>
2a	CONTRACT shall be TIME BASED?	<i>NO</i>
2b	CONTRACT shall be LUMP SUM?	<i>YES</i>
	CONTRACT FORM shall be for LARGE ASSIGNMENTS > SAT 500K?	<i>YES</i>
	CONTRACT FORM shall be for SMALL ASSIGNMENTS </= SAT 500K?	<i>NO</i>

NO.	RFP SECTION	PARA-GRAPH REF.	DESCRIPTION	SUBMISSION REQUIRED? YES or NO?	CONSULTANTS TO CONFIRM INCLUSION IN TENDER:
1	TECHNICAL PROPOSAL				
1	3	-	Technical Proposal Submission Form: TECH 1 Fully completed with options selected where indicated and signed by an authorised signatory in accordance with ITC/PDS 3.1(see below)	YES	
<i>Note to Consultants: The Technical Proposal Submission Form ("Form") must be accompanied by a signed declaration by the Client or its authorised representative declaring that all statements in the Form are TRUE. A false declaration is an offence and is punishable upon conviction under the laws of the Independent State of Samoa.</i>					
2	3		Documents required to be attached to the FORM TECH-1: as stipulated in the following	YES	
<i>Note to Consultants: Only original documents or certified true copies of original documents must be attached.</i>					
2.1	2/PDS	4.2	Notarised Power of Attorney or Notarised Undertaking Authorising signatory for JV; all pages of TP and FP initialled by signatory. Signed TP and FP marked "Original"	YES	
2.2	2/PDS	1.10(b)	Business licence or permit valid for at least next six months from the date which the proposals are submitted	YES	
2.3	2/PDS	1.10(b)	Certificate of Incorporation or deed of partnership or Joint Venture	YES	
2.4		1	Evidence of payment of immediate past year Income tax	YES	
2.5	2/PDS	1.10(b)	Two business references issued within past six months	YES	

2.6	2/PDS	1.10(b)	Evidence of professional accreditation according individual consultant occupation	YES	
3	TECHNICAL PROPOSAL: FORMS TECH 2 to TECH 8. Refer to RFP “Section 2, Clause 3.4 Technical Proposal Format and Content” and “Section 3 Technical Proposal- Standard Forms”				
3.1	2	3.4	TECH Forms conform to Full Technical Proposal requirements?	NO	
3.1	2 3 Forms	3.4	TECH Forms conform to Simplified Technical Proposal requirements?	YES	
3.2	2 3 Forms	3.4(a)	TECH-2 : for FTP only (not used for STP) – A. Consultant’s Organization (max 2 pages); B. Consultant’s Experience – up to 20 sheets max for consulting services similar to those requested this RFP	NO	
3.3	2 3 Forms	3.4(b)	TECH-3 : for FTP only – includes comments & workable suggestions for improving assignment quality/ effectiveness and contributions to be provided by Client	NO	
			For STP , comments & suggestions are included in TECH 4, Approach, Methodology & Work Plan	YES	
3.4	2 3 Forms	3.4(c)	TECH-4: for FTP , provides technical proposal maximum fifty (50) pages including charts & diagrams, split into 3 sections: 1. Technical Approach & Methodology; 2. Work Plan (narrative); 3. Organisation & Staffing. Addresses all key aspects of Terms of Reference, including key personnel. Aligns with Form Tech 8 Work Plan	NO	
			TECH-4: for STP , provides technical proposal maximum ten (10) pages description of approach, methodology & work plan, with brief comments on ToR and Client contributions	YES	
3.5	2 3 Forms	3.4(d)	TECH-5: tabulation of proposed professional staff and their expertise area, assigned position and assigned tasks	YES	
3.6	2 3 Forms	3.4(f)	TECH-6: CVs of professional staff individually signed by themselves or	YES	

			authorised representative or proxy. All details entered. #11 Detailed Tasks assigned are relevant and appropriate		
3.7	2 3 Forms	3.4(e)	TECH-7: Staffing schedule/ manning chart showing person-month inputs, split between foreign/ local staff and office /field activities	YES	
3.8	2 3 Forms	3.4(c)	Indicates all key activities and related progress milestones, in addition to report delivery & approval benchmarks. Aligns closely with TECH 4	YES	
4	FINANCIAL PROPOSAL: FORMS FIN-1 to FIN-5				
4.1	3	3.6	FIN-1: Financial Proposal Submission Form	YES	
4.2	3	3.6	FIN-2: Summary of Costs	YES	
4.3	3	3.6	FIN-3: Breakdown of Costs by Activity	YES	
4.4	3	3.6	FIN-4A: Breakdown of Remuneration Costs (for Time Based Contracts only)	NO	
4.5	3	3.6	FIN-4B: Breakdown of Remuneration Costs (for Lump Sum Contracts only)	YES	
4.6	3	3.6	FIN-5A: Breakdown of Reimbursable Expenses (for Time Based Contracts only)	NO	
4.7	3	3.6	FIN-5B: Breakdown of Reimbursable Expenses (for Lump Sum Contracts only)	YES	
5	PROPOSAL PACKAGING & DISPATCH				
5.1	2 - PDS	3.4	Verify that all items 2.1 to 2.6 are correct in terms of required content and responses , and notarized copies	YES	
5.2	3 - ITC	TPF	All TECH forms and schedules present, without alterations to original text and no substitute forms. All blank spaces filled with requested information	YES	
5.3	2 - ITC	1.13	Only one Proposal submitted?	YES	

5.4	2 - ITC	4.3	One original of Technical Proposal marked "ORIGINAL", required number of copies as per PDS marked "COPY", with one electronic copy to be submitted via a CD-ROM	YES	
5.5	2 - ITC	4.1	All amendments, erasures, or overwriting signed and initialled by authorised person signing tender	YES	
5.6	2 - ITC	4.2	Original and all copies typed in indelible ink and signed by authorised signatory. Typewritten authorisation attached with names and positions of signatories clearly printed below signatures	YES	
5.7	2 - ITC		All documents packaged up according to ITC 4.3 to 4.5, with Technical Proposals and Financial Proposal in separate sealed envelopes, clearly and correctly labelled for both Client and Consultant addresses	YES	
5.8	2 - ITC	22.1	Arrangements action to ensure Client's receipt of Proposal before submission deadline	YES	

I confirm that I have checked and have provided all the required documents of this Proposal.

NAME: _____

Signature: _____ Date: _____

Section II – Technical Proposal – Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Table of Criteria

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Form TECH-7: Staffing Schedule¹	41
Form TECH-8 Work Schedule	42

Form TECH-1: Technical Proposal Submission Form

Prepare using consulting firm stationery with its letterhead clearly showing business name, address and contact details

To: *Name and address of Client*

Dear Sirs:

We, the undersigned, offer to provide without reservations the consulting services for *Insert title of assignment* in accordance with your Request for Proposal (RFP) No. *Insert RP No.* dated *Insert Date*, our Proposal (s) and the following attestations

We are hereby submitting our Proposal, which: *delete non-applicable*

includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope, according to QCBS, FBS and LCS procedure

includes this Technical Proposal only, according QBS an SSS procedure

Our Proposal shall be valid for a period of *insert number, at least 90* calendar days from the date fixed for proposal submission deadline in accordance with the RFP documents and it shall remain binding on us and may be accepted at any time before expiration of that period, notwithstanding that for Quality Based Selection and Single Source Selection, the validity period shall apply from the date of completion of negotiations

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of 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 are submitting our Proposal in association only with: *Insert a list with full name and address of each associated Consultant* and are not participating as a Consultant or Sub Consultant in this Request for Proposal Process

Our firm and all associated Consultants:

- satisfy the eligibility requirements of the Independent State of Samoa Tenders Board Guidelines for Procurement and Contracting: Consulting Services (CS), in accordance with ITC 1.11b
- are participating as a consultant in only one proposal in accordance with ITC 1.13, notwithstanding that sub-consultants including individual consultants may participate in more than one proposal
- have nationalities from eligible countries in accordance with ITC Paragraph 1.12
- do not have any conflict of interest in accordance with ITC 1.6
- have not been subject to insolvency and bankruptcy proceedings during the past twelve months

-
- have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in procurement, consultant selection and contracting processes

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 7.2 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature *In full and initials:*

Name and Title of Signatory:

Name of Firm:

Address:

-
- 1 *In case Paragraph Reference 1.2 of the Data Sheet requires the submission of a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."*
 - 2 *Delete in case no association is foreseen*

Form TECH-2: Consultant's Organisation and Experience

A - Consultant's Organisation

B - Consultant's Experience

Assignment name:	Approx. value of the contract (in any currency):
Country: Location within 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 current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior 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 within the assignment:

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

B - On Counterpart Staff and Facilities

The Ministry of Natural Resources and Environment through the Water Resources Division will provide the following:

1. Logistics for the Training;
 - a. Venue
 - b. Coordination
 - c. Refreshments
 - d. Printing
2. Office space for the Trainers;
 - a. Desk and printing services
 - b. Internet connectivity
 - c. Physical address

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

*Technical approach, methodology and work plan are key components of the Technical Proposal. **You are suggested to present your Technical Proposal (inclusive of charts and diagrams) and the Proposal must be divided into the following three chapters:***

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

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 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.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. 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-8.

c) Organisation 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.

Form TECH-5: Team Composition and Task Assignments

[illegible]

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *only one candidate shall be nominated for each position:* _____
2. **Name of Firm** *Insert name of firm 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 organisation, positions held:*

 From *Year:* _____ To *Year:* _____
 Employer: _____
 Positions held: _____

11. Detailed Tasks Assigned <i>List all tasks to be performed under this assignment</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>Among the assignments in which the staff have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Certification:

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

_____ Date: _____

Signature of staff member or authorised representative of the staff

Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

No.	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
Subtotal																	
Local																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	
Total																	

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

Form TECH-8 Work Schedule

No.	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section III – Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under paragraph 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in paragraph 4 of the Letter of Invitation.

The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under paragraph 6.3 of Section 2.

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Form FIN-1: Financial Proposal Submission Form

Location, Date

To: *Name and address of Client*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Insert title of assignment* in accordance with your Request for Proposal dated *Insert Date* and our Technical Proposal. Our attached Financial Proposal is for the sum of *Insert amount(s) in words and figures*¹. This amount is exclusive of the local taxes, which shall be identified by the Client and relevant local authorities during negotiations or at any time prior finalisation and signing of a Contract, and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorised Signature *In full and initials*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

Item	Costs			
	<i>Indicate Foreign Currency # 1¹</i>	<i>Indicate Foreign Currency # 2¹</i>	<i>Indicate Foreign Currency # 3¹</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase):² 	Description:³ 			
Cost component	Costs			
	<i>Indicate Foreign Currency #1⁴</i>	<i>Indicate Foreign Currency #2⁴</i>	<i>Indicate Foreign Currency #3⁴</i>	<i>Indicate Local Currency</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4A: Breakdown of Remuneration¹ (Time-Based)

This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Indicate Foreign Currency #1 ⁶	Indicate Foreign Currency #2 ⁶	Indicate Foreign Currency #3 ⁶	Indicate Local Currency ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

-
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-4B: Breakdown of Remuneration¹ (Lump-Sum)

This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
Local Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work

Form FIN-5A: Breakdown of Reimbursable Expenses¹ (Time-Based)

Group of Activities (Phase): _____								
No.	Description ²	Unit	Unit Cost ³	Quantity	<i>Indicate Foreign Currency #1⁴</i>	<i>Indicate Foreign Currency #2⁴</i>	<i>Indicate Foreign Currency #3⁴</i>	<i>Indicate Local Currency⁴</i>
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of:							
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Client's personnel ⁶ training							
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

-
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
 - 6 Only if the training is a major component of the assignment, defined as such in the TOR.

Form FIN-5B: Breakdown of Reimbursable Expenses (Lump-Sum)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

NOT APPLICABLE

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements in support of the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) **Salary**

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or Government regulations).

(ii) **Bonus**

Bonuses are normally paid out of profits. Given that the Client does not wish to make double payments for the same item, staff bonuses shall not be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) **Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff

replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) **Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) **Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) **Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) **Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social

costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances (per diems & living allowances)**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

Per diems and living allowances shall be in accordance with those established approved by the Government of Samoa Ministry of Finance, unless otherwise established by particular donor policies

In the absence of the above, UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilisation and demobilisation, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Advance Payment Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *insert name of currency*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Section IV – Terms of Reference

Supply and Training on TUFLOW HPC Software for Flood Modelling in the Vaisigano Catchment

“Integrated Flood Management to Enhance Climate Resilience for the Vaisigano River Catchment

1. BACKGROUND

Introduction:

The Green Climate Fund (GCF) and Government of Samoa (GoS) Integrated Flood Management to Enhance Climate Resilience of the Vaisigano River Catchment in Samoa, referred to as the Vaisigano Catchment Project (VCP) is a 6-year project which started in 2017 and is designed to strengthen the adaptive capacity and reduce exposure to climate risks of vulnerable communities, infrastructure and the built environment in the Vaisigano Catchment area (the river that flows through the Apia Urban Area (AUA)). It represents the GoS’s first GCF approved project and one of the largest of its kind, executed by the Ministry of Finance (MOF) (which is the National Designated Authority (NDA), with the UNDP as the GCF Accredited Entity (AE) and the Ministry of Natural Resources & Environment (MNRE), Land Transport Authority (LTA), Ministry of Works, Transport and Infrastructure (MWTI) and the Ministry of Health (MoH) as the Implementing Agencies (IAs).

With a total budget of USD 65 million (USD 57 Million GCF and USD 8 Million GoS) the VCP represents the GoS’s initial steps in operationalizing a comprehensive flood management solution with three major Outputs.

- **Assessments and mechanisms in place for an integrated approach to reduce vulnerability towards flood-related risks;**
- Infrastructure in the Vaisigano River are flood-proofed to increase resilience to negative effects of excessive water; and
- Drainage in downstream areas upgraded for increased regulation of water flows.

The GCF-Vaisigano Catchment Project through the MOF wishes to procure the TUFLOW HPC Software with training for flood modelling in the Vaisigano Catchment as part of Activity 1.3 of the endorsed Project Document to **“Expand EWS coverage to provide flooding alerts in Apia”**.

Situational Analysis

As a Small Island Developing State (SIDS) in the Pacific, Samoa has been heavily impacted by increasing severe tropical storms. Given the topography of the country, these extreme events result in significant river discharge that results in flooding of lowland areas.

The major floods of Cyclone Evan in 2012 and Gita early in 2018 caused significant damage to both public and private assets as a result of flooding, resulting in serious health impacts. Flash flood events have always been a problem in the Vaisigano Catchment region following intense rainfall events given the steepness and shortness of the catchment, with major economic consequences throughout the catchment particularly in the flood plain.

The impacts of the recent floods reinforced the significance of dynamic flood modelling to better inform decision making from the government level right down to the vulnerable grassroots. These tools are

increasingly important in not only improving the management of risks before the events, but also in assisting decisions post-event, in building back better livelihoods in a flood-resilient approach.

Updated flood studies for the most impacted Vaisigano catchment have been carried out using the “TUFLOW Software”. These flood studies have been carried out by the MNRE through technical assistance from overseas specialists. Local involvement was mainly information and data collection and input, however no local capacity building on actual flood and hydraulic modelling have been carried out.

The need for local expertise on hydrological and hydraulic flood modelling using the “TUFLOW HPC Software” is critical, as the country is now undertaking major adaptation and development works to improve resilience of communities to climate change and natural disaster impacts such as flash floods. The GoS is now using results of the previous hydrological modelling studies to inform the design and construction of revetment walls along the Vaisigano River and the upgrade of drainages around the Apia CBD.

Given this increase in the use of flood models, the dynamic nature of the flood events, and continuing changes to the Vaisigano Catchment landscape (landuse and future planned infrastructure within the river channel), there is now an urgent need to locally operate and run the “TUFLOW HPC Software”, so that outputs can be updated as new infrastructure is designed and installed. There is also a demand to extend this capability to undertake hydrological and hydraulic modelling in other flood vulnerable catchments.

2. EXPECTED OUTCOMES AND DELIVERABLES

General

The expected outcome for this contract is the supply of the TUFLOW HPC Software and training of technical persons in the MNRE, MWTI, LTA and other relevant IAs, on hydrological and hydraulic modelling.

Specific Tasks / Scope of Services:

The successful specialist(s) will work closely with the MNRE to supply “TUFLOW HPC Software” and provide comprehensive hydrological and hydraulic trainings for Vaisigano Catchment and surrounding catchments.

Specifications on Software Supply:

- TUFLOW HPC and Manual,
- Minimum of 5 Software Licences,

The training scope includes:

- Familiarising trainees on basic and commonly used features within the TUFLOW HPC
- Flood study and hydraulic process,
- Assessment of the available hydrological information and further data needs on flood modelling,
- Use of the TUFLOW HPC and SMS software systems for flood and hydraulic studies,
- Generation and use of analytical reports and inundation maps,

- The use of TUFLOW HPC data in open-source mapping software, such as QGIS through plugins.
- Analysis using all the key features investigated in the updated Vaisigano Flood Model including but not limited to:
 - 1D and 2D elements,
 - Boundary conditions,
 - Scenario testing based on different return periods,
 - Mapping (of depth, surface elevation, velocity, hazard etc) in TUFLOW HPC and QGIS,
 - Incorporation of climate change, coastal inundation and sea level rise effects,
 - Incorporation of structures (eg weirs, bridges, culverts, levees, dam etc), and
 - Production of high quality animations and GIS outputs.
- Validating output data after runtime
- Develop Standard Operational Procedures (SOP) for the maintenance of hydrological/hydraulic model,
- Setting up the flood study process/plan for other priority catchments.
- 1 year online/remote support to all trained users.

Deliverables

The TUFLOW HPC Flood Modelling Specialist will deliver the following outputs:

- Supply and installation of TUFLOW HPC Software (including Software Manual) and Licenses;
- Capacity building workshop and training for the staff of the MNRE (WRD, DMO), LTA, MWTI and other relevant stakeholders on flood and hydraulic modelling using the TUFLOW HPC Model,
- Training Manual(s), hardcopies and soft copies incorporating all the training materials and processes to facilitate further training developments and software updates,
- SOPs for model maintenance and collaboration amongst the agencies,
- Full/Final Report on the training carried out including assessments, recommendations on way forward, and “process/workplan” for modelling of other selected catchment.

Schedule of Payment

Payment will be made in accordance with the Contract Payment Schedule, which will be lump sum. Payments due to the Contract shall be held if the Contractors deliverables and/or reporting obligations stipulated are not met.

Deliverable	Date	Percentage of contract	Payment Conditions
1. Supply and installation and setting up of TUFLOW HPC Software	Within 14 days of Contract commencement	30%	Accepted by the MNRE/GCF-PMU/MOF as complete

(including Software Manual) and Licenses;			
2. Capacity building workshop and training for the staff of the MNRE (WRD, DMO), LTA, MWTI and other relevant stakeholders on flood and hydraulic modelling using the TUFLOW HPC Model,	Within 21 days of Contract commencement	50%	Accepted by the MNRE/GCF-PMU/MOF as complete
3. Training Manual(s), hardcopies and softcopies incorporating all the training materials and processes to facilitate further training developments and software updates,	Within 21 days of Contract commencement		
4. SOPs for model maintenance and collaboration amongst the trained agencies,	Within 28 days of Contract commencement	20%	Accepted by the MNRE/GCF-PMU/MOF as complete
5. Full/Final Report on the training carried out including assessments, recommendations on way forward, and “process/workplan” for modelling of other selected catchments.	Within 28 days of Contract commencement		
TOTAL		100%	

3. INSTITUTIONAL ARRANGEMENTS

Resources provided

- The consultant/contractor is expected to provide all necessary reports to complete the activity described in this terms of reference.

Management and coordination arrangements

- The GCF-Project Management Unit (PMU) will be responsible for the execution of the contract and monitoring of contract for payment purposes.
- MNRE will be the responsible Implementing Agency and will be responsible to review and endorse all deliverables prior to approval of payment by the MoF based on verification advice from the GCF-PMU.
- Hard copies and electronic copies of all work will be delivered to the MNRE and the GCF-PMU. Reports produced and recommendations are the property of the Government of Samoa and cannot be reproduced without permission of same.

4. CONTRACT DURATION

- The Contractor shall render all goods, contract services and outputs by no later than 21 days from Contract commencement.

5. LOCATION

Home based and Samoa in the Vaisigano Catchment

6. CONTRACTOR QUALIFICATION & EXPERIENCE REQUIREMENTS:

The contracted entity should meet the following qualifications and requirements:

Position	Experience	Qualifications
TUFLOW HPC Trainer	<ul style="list-style-type: none"> • At least 5 years' experience in supplying and installing flood modelling systems particularly TUFLOW or similar • At least 5 years in providing in house training for the operation and maintenance of TUFLOW software • Have previous experience in implementing training in the Pacific Region. • Proven ability to work in a team and facilitate work of other experts in the field. • Fluency in written and oral English 	Post graduate degree in the relevant area

Section V – Standard Forms of Contract – attached Annexes I to IV

For contracts for more than SAT\$500,000, Consultants will use one of the two large assignment standard forms of contracts that are attached:

*Standard Form of Contract
Consultant Services
Time-Based,*

*Standard Form of Contract
Consultant Services
Lump-Sum*

For contracts of SAT\$500,000 or less, Consultants may use one of the two smaller sample contracts (time-based or lump-sum remuneration) also attached.

Circumstances under which these contracts are used are described in their prefaces. The lump-sum remuneration type is likely to be used more frequently under QCBS, Fixed-Budget Selection, and Least-Cost Selection, whereas the time-based type is more likely to be used under QBS.

One of the attached Form of Contract shall be issued together with the RFP and executed between the Client and Contract upon contract award.

A REQUEST FOR PROPOSAL MUST BE ISSUED TO PARTICIPATING CONSULTANTS TOGETHER WITH THE APPLICABLE PRO-FORMA CONTRACT DOCUMENT