



Government of Samoa

MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
Matāgaluega o Puna'oa Faalenatura ma Siosiomaga

PILOT PROGRAMME FOR CLIMATE RESILIENCE (PPCR) OF THE CLIMATE INVESTMENT FUNDS (CIF)
Samoa Enhancing the Climate Resilience of Coastal Resources and Communities Project

MARINE PROJECT COORDINATOR

CONSULTANT CONTACT
Time-Based

Between

Government of the Independent State of Samoa
Acting by and through the
MINISTRY OF NATURAL RESOURCE & ENVIRONMENT
("Client")

and

NAME OF SUCCESSFUL CONSULTANT
("Consultant")

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*,

By and Between **THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **Honourable Minister of Natural Resources & Environment, Fiamē Mataafa Naomi** having its principal place of business at Tui Atua Tupua Tamasese Efi (TATTE) Sogi, (“the Client”),

And *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in **Annex A**, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in **Annex B**, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in **Annex C**, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

- B. Remuneration

The Client shall pay the Consultant for Services rendered at the

rate(s) per day spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Taxes

The Consultant, Sub-Consultants and Personnel shall pay all such applicable taxes, duties, fees and other impositions levied under the Applicable Law. The rate of withholding tax for a resident (as defined in the Income Tax Act 2013) is 10% and is to be withheld (from the gross amount of the fee) by the Client at the time of payment.

D. Payment Conditions

Payment shall be made in *Samoan Tala (SAT)* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

E. Invoice

- a) An invoice is correctly rendered if:
 - (i) the amount claimed and specified in the invoice is due for payment and is correctly calculated in accordance with the Contract; and
 - (ii) it correctly identifies the Services provided and for which payment is claimed; and
 - (iii) it includes sufficient detail to allow the Client to assess progress against any milestones set out in Annex B; and
 - (iv) it is correctly addressed to the Client;
- b) Any approved Reimbursable Expenses claimed must be separate itemised.
- c) The Coordinator will notify the Consultant within seven (7) days after the receipt of an invoice is found not to be correctly rendered.
- d) If an invoice is found, after the Client has paid the invoiced amount to the Consultant, not to have been correctly rendered, the Client shall, as the case requires:
 - (i) pay the amount owed to the Consultant within 14 days of receipt of a correctly rendered invoice; or
 - (ii) deduct any amount owed to the Client from the next invoiced payment or, if no other payment is due the Consultant pursuant to this Contract, recover the amount from the Consultant as a debt due to the Client.

F. Payments to the Consultant shall be made to Consultant’s bank

account as follows:

Account name:.....
Bank name:.....
Bank address:.....
Account number:.....

4. Project Administration

A. Coordinator

The Client designates [REDACTED], **Assistant Chief Executive Officer (ACEO), of the Division of Environmental and Conservation (DEC), Level 3, TATTE Building, Sogi**, as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Reports

The reports listed in **Annex B**, “Reporting Requirements,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any

project resulting from or closely related to the Services.

- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of **THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA**, and the language of the Contract shall be **ENGLISH**.
- 12. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Inspections and Auditing** The Consultant shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit the Consultant's accounts and records and other documents relating to the performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
 - (c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 15. Fraud and Corruption** It is the Bank's policy to require that Borrowers (including beneficiaries of Bank grants), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts. In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” 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;
- (iii) “collusive practices” 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 practices” 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” is
 - (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 Bank 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 Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of

time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____