

**GOVERNMENT OF THE INDEPEDENT STATE OF SAMOA**



**REQUEST FOR PROPOSAL: LOW VALUE  
CONSULTANCY SERVICES**

**DEVELOPMENT OF THE REFRIGERANT  
MANAGEMENT REGULATIONS**

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**Issued on: 6 December 2023**

**Procuring Entity: Ministry of Natural Resources and Environment**

**TABLE OF CONTENTS:**

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**LETTER OF INVITATION**

**SECTION 01: INSTRUCTIONS TO CONSULTANTS**

**SECTION 02: TERMS OF REFERENCE**

**SECTION 03: FORM OF PROPOSAL AND ATTACHMENTS**

**SECTION 04: FORM OF CONTRACT AGREEMENT**

# SECTION 1: Instructions to Consultants

## 1. Eligibility of the Consultant

A consultant must meet the following criteria to be eligible for an award of contract:

- The consultant shall not have a conflict of interest. All consultants found to have conflict of interest shall be disqualified. consultants may be considered to have a conflict of interest with one or more parties in the bidding process if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.
- The consultant must not be ineligible in accordance with Clause 2, Fraud and Corruption, at the date of contract award.
- A firm that has been sanctioned by the Government in accordance with ITC 4 shall be ineligible to be awarded a contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as the Government shall determine.
- The consultant (regardless of its country of registration and including any director, officer, manager or supervisor of the consultant) shall not within a period of 3 years preceding the date of issuance of the request for proposals have been:
  - a) convicted of any criminal offence, whether in Samoa or elsewhere:
    - (i) relating to his or her professional conduct;
    - (ii) relating to the making of false statements or misrepresentations as to his or her qualifications to enter into a procurement contract;
    - (iii) involving dishonesty; or
    - (iv) under anti-corruption legislation; or
  - b) suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere; or
  - c) convicted of an offence involving dishonesty, obstruction of justice or a lack of honesty or business integrity; or
  - d) convicted for an offence involving corruption; or
  - e) convicted for engaging in anti-competitive practices, whether or not involving collusion; or
  - f) deliberately neglectful or failed without good cause to perform a contract in accordance with its terms, if so serious in nature as to justify suspension or debarment.
- The consultant has received this invitation directly from the procuring entity.
- consultants shall provide such evidence of their continued eligibility satisfactory to the procuring entity as the procuring entity shall reasonably request.
- The consultant shall not have any competitive advantage over competing consultants.
- The consultant may not sub-contract the whole of the services.
- consultants may not associate with other consultants on the shortlist.

## 2. Fraud and Corruption

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. For the purposes of this section, the procuring entity:

- (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" 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.

The procuring entity will:

- (i) 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;
- (ii) cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the procuring entity 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 procuring entity having taken timely and appropriate action satisfactory to the procuring entity to address such practices when they occur;
- (iii) 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
- (iv) 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.

A person who commits an offence relating to corrupt activities in Samoa shall

- (a) be liable for conviction under the provisions of the laws of the Independent State of Samoa relating to corrupt activities in Samoa;
- (b) have their bid rejected if it is determined that the consultant is not in compliance with the laws of the Independent State of Samoa relating to corrupt activities in Samoa;
- (c) risk other sanctions in accordance with the Procurement Suspensions and Debarments Procedure.

Furthermore, consultants shall be aware of the provision stated in GCC 35.1 of this bidding document with regard to termination.

### 3. Documents comprising the Proposal

The proposal submitted by the consultant shall comprise the following documents:

- Technical Proposal
  - Signed Letter of Proposal on your company headed paper.
  - Signed Technical Response including Work Plan, Team Composition and Inputs and Curriculum Vitae (CV).
- Financial Proposal
  - Certified copy of the Signed Letter of Proposal
  - Signed FIN-2, FIN-3 and FIN-4

### 4. Proposal and evaluation criteria

The consultant must quote for all the services specified. Any partial proposals shall be deemed non-responsive. This is a **Lump Sum Consultancy Contract**.

The consultant may only submit one quote. Any consultant who submits more than one quote will have their quotes rejected.

This RFP will be evaluated in accordance with: Quality and Selection under Least Cost Selection method of selection.

All Technical Proposals will be evaluated using the following criteria, sub criteria, and point system:

	<u>Points</u>
(i) Hold a Bachelor of Laws Degree from a recognized tertiary institution	20
	20
(ii) Must hold a Certificate for Legislative Drafting. In the absence of a certificate, must demonstrate Extensive experience in legislative drafting that is evidenced by a full list of laws which he or she has drafted.	
(iii) Relevant Work Experience	30
(iv) Proposal	30

**Total Weight: 100%**

**Total points for the two criteria: 100**

The minimum technical score  $S_t$  required to pass is: 75%

Only the Financial Proposals of the proposals which pass the minimum technical score shall be opened.

**QCBS evaluation:** 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 using the following formula:

$S_f = 100 \times FM / F$ , in which Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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:  $S = S_t \times T\% + S_f \times P\%$ . The consultant achieving the highest combined technical and financial score will be awarded the contract.

The procuring entity shall award the contract to the consultant whose proposal is ranked first in accordance with the method of selection.

## 5. Proposed Prices

Proposal prices must be quoted in Samoan Tala (SAT\$) using the forms at Section 3. All custom duties, import and any other taxes or fees applicable for goods imported in to Samoa and VAT should be quoted separately, where applicable.

Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.

The consultant shall bear all costs associated with the preparation and submission of its proposal, and the procuring entity shall not be responsible or liable for those costs.

## 6. Validity of Proposal

Your proposal should be valid for a period of 90 days.

## 7. Language of the Proposal

All documents relating to the proposal and contract shall be in the English language.

## 8. Signing of the Proposal

The original and copy of the proposal shall be typed and shall be signed and stamped by a person duly authorized to sign on behalf of the consultant.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

**9. Submission of Proposal**

All proposals must be submitted in writing.

The Technical and Financial Proposals must be placed in separate envelopes and clearly marked with the RFP Number and "Technical Proposal" or "Financial 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 ITC 10"

Consultants shall enclose the original and two copies of the proposals duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the consultant;
- (b) be addressed to the procuring entity as follows;

**Chief Executive Officer  
Ministry of Natural Resources and Environment  
Legal Review of Reforms on the Administration of All Government Land Holdings  
Level 3, Tui Atua Tupua Tamasese Efi Building  
SOGI**

A consultant may modify or withdraw its proposal once submitted but only prior to the deadline for submission. The modified or withdrawal must be prepared as above, however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL'.

**10. Deadline of Submissions**

The deadline for receipt of your proposal by the procuring entity is no later than **Monday 18 December 2023, 11am**.

There shall be no public opening of proposals. The Financial Proposals will not be opened until the technical evaluation has been completed.

**11. Late Proposals**

The procuring entity shall not consider any proposal that arrives after the deadline for submission of proposals. All late proposals shall be declared late, rejected and returned to the consultant.

**12. Confidentiality**

Information relating to the examination, evaluation, comparison, and post-qualification of the proposals and recommendation of contract award, shall not be disclosed to the consultants or any other persons not officially concerned with the proposal process until the Contract Award has been formally made to the successful consultant.

Any effort by a consultant to influence the procuring entity in the examination, evaluation, comparison, and post qualification of the proposals or contract award decisions may result in the rejection of its proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

Notwithstanding the above clause, from the time of proposal opening to the time of Contract Award, if any consultant wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

**13. Procuring Entity's Right to Accept any Proposal and to Reject any or all Proposals:**

The procuring entity reserves the right to accept or reject any proposal, and to cancel the process of competition and reject all proposals, at any time prior to the award of the contract, without thereby incurring any liability to the affected consultant(s).

**14. Notification of Award and Signing of Contract:**

Prior to the expiration of the period of proposal validity, the procuring entity shall notify all consultants, in writing, of the determination of the successful proposal.

The consultants may request a written debrief seeking explanations for the grounds on which their proposals were not selected.

The procuring entity shall simultaneously send the successful consultant the contract which shall be binding.

## **SECTION 2: Terms of Reference**

### **LEGISLATIVE DRAFTING CONSULTANT TO DEVELOP THE REFRIGERANT MANAGEMENT REGULATIONS 2023**

#### **1. Background Information on the Protection of the Ozone Layer National Framework in Samoa**

Samoa ratified both the Vienna Convention (1985) and the Montreal Protocol (1987) on the 21 December 1992 entering into force on 21 March 1993. The later amendments made in London, Copenhagen, Montreal and Beijing were all ratified by Samoa on 4 October 2001 with the Kigali Amendment ratified on the 23 March 2018. The Country programme for Samoa under the Montreal protocol was approved at the 22 Meeting of the Executive Committee of the Multilateral Fund (for the implementation of the Montreal Protocol) on 5 January 1997, and activities towards the protection of the ozone layer have since been implemented in Samoa.

Under the Montreal Protocol, Samoa as a party must comply with consumption and phase out schedule of ozone depleting substance (“ODS”). As such Samoa through the Ministry of Natural Resources and Environment Meteorology Division) is obligated to develop a legal framework to maintain the supply of ODS for existing equipment until new systems have been commissioned and ODS substitutes are readily available. Further, local expertise in ODS alternative technology are to be enhanced and the public, relevant industries and stakeholders are well informed and made aware of the proposed regulations which is part of the legal framework.

In addition,, as part of Samoa’s obligations, Samoa is currently phasing out Hydrochlorofluorocarbons (“HCFC”) with the next obligation to phase out 65% of the baseline in 2025. The baseline of 4.6 metric tonnes was calculated from Samoa’s’ 2009 and 2010 annual consumption.

In accordance to Samoa’s obligations under the Kigali Amendment, the phase down of Hydrofluorocarbons (“HFCs”) will initiate in 2024. It is therefore pertinent at this stage that a strong legal framework is established to manage not only controlled substances under the Montreal Protocol but also alternatives that will be introduced as substitutes to the phased out and phased down substances in order for our Refrigeration and Air-Conditioning (“RAC”) industry to survive with minimal negative impacts.

The Ozone Layer Protection Regulations 2006 (“Regulation”) domesticated some of Samoa’s obligations under the Montreal Protocol relevant and applicable to our context. This Regulation regulates the supply of controlled substances and provides for a licensing process in the importation, exportation, purchase and handling of such controlled substances.

The development of the draft Refrigerant Management Regulations is envisaged to replace and repeal the Ozone Layer Protection Regulations 2006. It will absorb all existing provisions under the Regulation and include new provisions on the ban of HFC for instance.

## **2. Scope of Work**

The Legislative Drafting Consultant (“Consultant”) will work closely and in consultation with the Ministry of Natural Resources and Environment through the Meteorology Division. .

The Legislative Drafting Consultant will conduct the following:

### **2.1 Review of the existing legal framework**

- Carry out a thorough diagnostic review of the current legal framework controlling the consumption of ozone depleting substances and global warming potent substances in Samoa, including correlated pieces of legislation implemented by relevant Government Ministries

### **2.2 Review of the Licensing System for controlled substances**

- Conduct a review of the existing licensing system for controlled substances under the Ozone Layer Protection Regulations 2006 and any other relevant legislation;
- Review the Refrigeration and Air Conditioning Code of Practice 2015 and reflect compliance requirements for the licensing system;
- In consultation with the Samoa Qualification Authority assess the insertion of the Refrigeration and Air Conditioning Certification system to establish legal grounds for accreditation;
- Define essential roles and responsibilities of the regulatory bodies, steering committee and other committees or panels required for the operation of the licensing system and as necessary for the successful fulfillment of all obligations under the Montreal Protocol;
- Ensure that importers and servicing companies or individuals are legally obliged to report on and provide data on controlled substances consumption within a calendar year;
- Provide for the mandatory reporting of consumption of controlled substances for each calendar year from the importers and servicing companies/individuals.

### **2.3 Ban of HCFC and HFC based equipment**

- Provide for the prohibition of HCFC based equipment guided by the phase-out schedule to ensure the supply is within the allowable consumption under the Montreal Protocol to cater for existing equipment servicing;
- Ensure that a feasible plan for the ban of HFC equipment is provided for in accordance with the Kigali Implementation Plan to control the supply and demand of refrigerants.

### **2.4 Prohibition of goods**

- Identify prohibited substances in reference to the Annexes of the Montreal Protocol.

## **2.5 Establishing the Mandatory Labeling of refrigerant cylinders**

- To provide for the Mandatory Labeling of imported refrigerant cylinders taking into account the specific roles played by relevant stakeholders;

## **2.6 Penalties**

- Provide for penalties to be imposed on non-compliance;

## **2.8 Consultations:**

- Consultations with the Ministry and relevant stakeholders to finalize the draft regulations.

## **3. Deliverables and Timeframe:**

The eligible legal consultant will provide the services requested according to the following deliverables:

	<b>Deliverables</b>	<b>Timeframe</b>
1.	Review existing legal framework regulating: (a) The monitoring of ozone depleting substances and global warming potent refrigerants in Samoa through consultation with the Meteorology Division of the Ministry of Natural Resources and Environment (and any relevant stakeholders) to identify gaps, limitations and barriers in the enforcement of current legal frameworks; and (b) Understand Samoa's obligations under the Montreal Protocol on substances that deplete the ozone layer.	2 weeks
2.	Prepare and draft first draft Refrigerant Management Regulations ("first draft Regulations") based on findings and recommendations and provide First Draft Regulations to the Ministry of Natural Resources and Environment for review.	2 weeks
3.	Conduct consultations with relevant Stakeholders on the first draft Regulations. Revise the first draft Regulations based on inputs and recommendations received from the relevant Stakeholder consultations and revert back to the Ministry with a revised second draft Regulations for finalization.	3 weeks



4.	(a) Prepare a Report on the Consultations inclusive of all inputs and recommendations; and (b) Submit the Report and the final draft Regulations with a brief statement of the purpose and key provisions of the draft Regulations, which will both be provided to the Office of the Attorney General for vetting and final clearance.	2 weeks
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#### **4. Duration of Consultancy Service:**

The duration of the project is 9 weeks with indicative consultancy days specified above.

#### **5. Supervision:**

The Legislative Drafting Consultant will report to the ACEO – Legal and the ACEO Meteorology Office.

#### **6. Qualifications**

- Holds a Bachelor of Laws Degree (LLB) from a recognized tertiary institution;
- Must hold a certificate for legislative drafting. In the absence of a certificate for legislative drafting, must demonstrate extensive experience in legislative drafting that is evidenced by a full list of laws which he or she has drafted;
- Must have a valid annual practicing certificate from the Samoa Law Society;

#### **7. Experience**

- At least 10 years' experience in legal practice;
- Has prior work experience on legal issues related to this assignment;
- Understanding of the roles of the different relevant stakeholders who are and will be affected by this project;
- Demonstrates experience in working with government partners and other stakeholders in public sector;
- Must have excellent understanding of the Legislative Drafting Manual 2014 issued by the Office of the Attorney General.

#### **8. Skills and Competencies:**

- Ability to work with minimal supervision;
- Strong organizational skills and attention to details;
- High level written and oral communication skills in English and Samoan;
- Demonstrate excellent interpersonal and professional skills in interacting with government agencies and stakeholders.

## SECTION 3: Letter of Proposals

*Insert Consultant's Letterhead*

Insert date

Ref No.: insert RFP Ref. No.

To: insert name of procuring entity

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultants (ITC);
- (b) We offer to supply, in conformity with the Request for Proposals, the following services: \_\_\_\_\_;
- (c) The total price of our proposal, excluding any discounts offered in item (d) below, but including all applicable taxes is: amount of Samoan Tala in words, SAT\$ amount in figures;
- (d) The discounts offered and the methodology for their application are: insert offer or *N/A*;
- (e) Our proposal shall be valid for a period of \_\_\_\_\_ days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any sub-consultants or consultants for any part of the contract, do not have any conflict of interest in accordance with ITC1;
- (g) Our firm, its affiliates or subsidiaries (including any sub-consultants or consultants for any part of the contract), are not been declared ineligible procuring entity in accordance with ITC2 ;
- (h) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Samoa;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the proposal process or execution of the contract:

Name of Recipient	Address	Reason	Amount
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*If none has been paid or is to be paid, indicate "none."*

- (j) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest responsive Proposal or any other Proposal that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if
  - (i) the consultant presenting the proposal is suspended or debarred;
  - (ii) the procurement is cancelled;
  - (iii) the consultant presenting the successful Proposal is excluded on the grounds of corruption, unfair competition or conflict of interest; or
  - (iv) the procurement, the Proposal or the consultant contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

Name:

In the capacity of:

Signed:

Duly authorized to sign the proposal for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

## SECTION 3a: Technical Response Form

a.	<b>Technical Approach, Methodology, and Organisation of the Consultant's team</b>
	<i>Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. <u>Please do not repeat/copy the TORs in here. Your response excluding the Work Plan, Staffing and CVs should not exceed 5 A4 pages.</u></i>
b.	<b>Work Plan and Staffing</b>
	<i>Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative 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 and work schedule showing the assigned tasks for each expert. A CV for each of the Experts proposed should be provided using the format below. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.</i>
c.	<b>Comments (on the TOR and on counterpart Staff and Facilities)</b>
	<i>Your suggestions should be concise and to the point and incorporated in your proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.</i>

### Section 3b: Work Plan

NO.	DELIVERABLES <sup>1</sup> (D-..)	MONTHS											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	<i>e.g., Deliverable #1: Report A</i>												
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comments</i>												
	<i>5).....</i>												
	<i>6) delivery of final report to procuring entity</i>												
D-2	<i>e.g., Deliverable #2: .....</i>												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the procuring entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.


### Section 3c: Team composition, assignment, and key experts' inputs


NO.	NAME	EXPERT'S INPUT (IN PERSON/MONTH) PER EACH DELIVERABLE											TOTAL TIME INPUTS (IN MONTHS)		
		POSITION		D-1		D-2		D-3	.....		D-...		HOME	FIELD	TOTAL
<b>KEY EXPERTS</b>															
K-1	<i>e.g., Mr. John Smith</i>	<i>Team Leader</i>	<i>Home</i>		<i>2 month</i>		<i>1.0</i>		<i>1.0</i>						
			<i>Field</i>		<i>0.5 m</i>		<i>2.5</i>		<i>0</i>						
K-2															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			<i>Home</i>												
			<i>Field</i>												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as per the TOR.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the procuring entity's country or any other country outside the expert's country of residence.

 Full time input

 Part time input

## Section 3d: Curriculum Vitae (CV)

**PROPOSED POSITION:** ONLY ONE CANDIDATE SHALL BE NOMINATED FOR EACH POSITION

**NAME OF FIRM:** INSERT NAME OF FIRM PROPOSING THE STAFF

**NAME OF STAFF:** INSERT FULL NAME

**DATE OF BIRTH:**

**NATIONALITY:**

EDUCATION:		
NAME OF INSTITUTIONS	QUALIFICATION OBTAINED	DATES OF OBTAINMENT
INDICATE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF STAFF MEMBER		

**MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:**

OTHER TRAINING:	
1.	INDICATE SIGNIFICANT TRAINING SINCE DEGREES UNDER EDUCATION WERE OBTAINED
2.	

**COUNTRIES OF WORK EXPERIENCE:** LIST COUNTRIES WHERE STAFF HAS WORKED IN THE LAST TEN YEARS

**LANGUAGES** LANGUAGE

FOR EACH LANGUAGE INDICATE PROFICIENCY: GOOD, FAIR, OR POOR IN SPEAKING, READING, AND WRITING

EMPLOYMENT RECORD:		
FROM(YEAR) – TO(YEAR)	EMPLOYER	POSITION HELD
FROM(YEAR) – TO(YEAR)	EMPLOYER	POSITION HELD
DETAILED TASKS ASSIGNED	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED	
1. LIST ALL TASKS TO BE PERFORMED UNDER THIS ASSIGNMENT	<p>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.</p> <p>NAME OF ASSIGNMENT OR PROJECT:</p> <p>YEAR:</p> <p>LOCATION:</p> <p>CLIENT:</p> <p>MAIN PROJECT FEATURES:</p> <p>POSITIONS HELD:</p> <p>ACTIVITIES PERFORMED:</p>	
2.		

**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. I CERTIFY THAT I HAVE BEEN INFORMED BY THE FIRM THAT IT IS INCLUDING MY CV IN THE PROPOSAL FOR THE [NAME OF PROJECT AND CONTRACT]. I CONFIRM THAT I WILL BE AVAILABLE TO CARRY OUT THE ASSIGNMENT FOR WHICH MY CV HAS BEEN SUBMITTED IN ACCORDANCE WITH THE IMPLEMENTATION ARRANGEMENTS AND SCHEDULE SET OUT IN THE PROPOSAL.

OR

**NOTE: IF CV IS SIGNED BY THE FIRM'S AUTHORIZED REPRESENTATIVE AND THE WRITTEN AGREEMENT ATTACHED**

I, AS THE AUTHORIZED REPRESENTATIVE OF THE FIRM SUBMITTING THIS PROPOSAL FOR THE [NAME OF PROJECT AND CONTRACT], CERTIFY THAT I HAVE OBTAINED THE CONSENT OF THE NAMED EXPERT TO SUBMIT HIS/HER CV, AND THAT I HAVE OBTAINED A WRITTEN REPRESENTATION FROM THE EXPERT THAT S/HE WILL BE AVAILABLE TO CARRY OUT THE ASSIGNMENT IN ACCORDANCE WITH THE IMPLEMENTATION ARRANGEMENTS AND SCHEDULE SET OUT IN THE PROPOSAL.

DATE: DAY/MONTH/YEAR

SIGNATURE:

FULL NAME OF AUTHORISED REPRESENTATIVE:



## Form FIN-2: Summary of Costs

ITEM	COST JMD
<b>COST OF THE FINANCIAL PROPOSAL</b>	
Including:	
(1) Remuneration	
(2) Reimbursable	
<b>Total Cost of the Financial Proposal:</b> <i>Note: this amount should match the amount in the Letter of Proposal</i>	
<b>INDIRECT LOCAL TAX ESTIMATES – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
i. Insert type of tax e.g., VAT or sales tax	
ii. e.g., income tax on non-resident experts	
iii. insert type of tax	
<b>Total Estimate for Indirect Local Tax:</b>	

## SECTION 4: Form of Contract Agreement

### LOW VALUE ASSIGNMENTS – LUMP SUM PAYMENTS

#### CONTRACT AGREEMENT

##### Table of Clauses

1.	Services .....	18
2.	Term .....	18
3.	Payment.....	18
4.	Project Administration .....	20
5.	Performance Standard .....	20
6.	Inspections and Auditing .....	20
7.	Confidentiality .....	20
8.	Ownership of Material .....	21
9.	Consultant not to be engaged in Certain Activities .....	21
10.	Insurance .....	22
11.	Law Governing Contract and Language .....	22
12.	Dispute Resolution.....	22
13.	Termination.....	23
14.	Effect of Termination.....	24
15.	Force Majeure .....	24
16.	Negation of.....	26
17.	Waiver.....	26
18.	Indemnity .....	27
19.	Corrupt and Fraudulent Practice .....	27
20.	Assignment and Novation.....	28
21.	Skills Transfer.....	28
22.	Security and access .....	29
23.	Notices .....	29
24.	Variations.....	30
25.	Counterparts.....	30

## LOW VALUE ASSIGNMENTS

### LUMP SUM PAYMENTS

#### CONTRACT NO. *insert*

THIS CONTRACT ("Contract") is entered into this *insert* starting date of assignment, by and between *insert* procuring entity's name ("the procuring entity") having its principal place of business at *insert* procuring entity's address, and *insert* consultant's name ("the consultant") having its principal office located at *insert* consultant's address for the provision of *insert* title of assignment/consulting services.

**WHEREAS**, the procuring entity wishes to engage the consultant to carry out the duties as set out in Annex A – Terms of Reference & Scope of Services ("the Services") and;

**WHEREAS**, the consultant is willing to perform these services;

**NOW THEREFORE** the Procuring entity and the Consultant (collectively "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 submit to the procuring entity the reports in the form and number listed in Annex B, "consultant's Reporting Obligations," within the time periods listed in such Annex, and
  - (iii) The consultant shall provide the personnel listed in Annex C, "Payment Schedule" to perform the Services.
2. Term

The consultant shall perform the Services during the period commencing *insert start date at location* and continuing through to *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 procuring entity shall pay the consultant an amount not to exceed a ceiling of *insert ceiling amount inclusive of VAGST and subject to withholding tax*. 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 are an all inclusive fixed lump-sum covering all costs

to carry out the Services.

The consultant, Sub-consultants and their Personnel shall pay all applicable taxes, duties, fees and other impositions levied under the law of the Independent State of Samoa as specified in the Ceiling, the amount of which is deemed to have been included in the Contract Price.

B. Payments for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 25, a breakdown of the lump-sum price is provided in Appendices D and E. The remuneration shall be fixed for the duration of the Contract.

C. Payment Conditions

Payments will be made in accordance with the payment Schedule at Annex C.

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

An invoice is correctly rendered if:

- (a) the amount claimed and specified in the invoice is due for payment and is correctly calculated in accordance with the Contract;
- (b) it correctly identifies the Services provided and for which payment is claimed; and
- (c) it is correctly addressed to the procuring entity.

Payments shall be made to the consultant's bank account  
*insert banking details*

The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultant and approved as satisfactory by the procuring entity.

With the exception of the final payment above, payments do not constitute acceptance of the Services nor relieve the consultant of any obligations hereunder.

E. Commissions and Fees

The procuring entity will require the successful consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least

the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee

4. Project  
Administration

A. Coordinator / Delegate

The procuring entity designates Mr. /Ms. *insert name and job title* as procuring entity's Coordinator/ Delegate; the Coordinator/ Delegate 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 procuring entity. The Coordinator/ Delegate has the responsibility for the general liaison with the consultant and may issue written notifications under the Contract.

B. Records and Accounts

The consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The procuring entity 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. The consultant shall promptly replace any employees assigned under this Contract that the procuring entity considers unsatisfactory.

6. Inspections and  
Auditing

The consultant shall permit, and shall cause its Sub-consultants to permit, the Government and/or persons or auditors appointed by the Government to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and 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 Government (including without limitation a determination of ineligibility) in accordance with prevailing Government's sanctions procedures.

7. Confidentiality

Except with the prior written consent of the procuring entity, the consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

The procuring entity may at any time require the consultants to give, and to arrange for their officers, employees, agents and subcontractors engaged in the performance of the Consultancy Services to give, prompt undertakings in writing in a form required by the procuring entity, relating to the non-disclosure of Confidential Information.

The obligations on the consultants under Clause 7 will not be taken to have been breached where the information referred to is legally required to be disclosed.

The obligations under Clause 7 shall survive the expiration or termination of this Contract.

#### 8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the consultant for the procuring entity under the Contract shall belong to and remain the property of the procuring entity. The consultant may retain a copy of such documents and software.<sup>3</sup>

Upon the expiration or termination of this Contract, the consultant will deliver to the procuring entity all studies reports or other material, graphic, software or otherwise prepared by the consultant for the procuring entity, and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the procuring entity. Any future use of any documents or software prepared or used by the consultant under this Contract requires prior written approval of the procuring entity.

#### 9. 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 consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project. The consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of commencement of the Consultancy Services that no conflict with the interests of the procuring entity exists or is likely to arise in the performance of the Consultancy Services.

If, during the performance of the Services, a conflict of interest arises, or appears likely to arise, the consultant agrees to:

- (a) notify the procuring entity immediately in writing;
- (b) make full disclosure of all relevant information relating to the

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<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Clause 8.

conflict or apparent or likely conflict; and

- (c) take such steps as the procuring entity may reasonably require to resolve or otherwise deal with the conflict.

If the consultant does not notify the procuring entity or is unable or unwilling to resolve or deal with the conflict as required under Paragraph 9, the procuring entity may terminate this Contract in accordance with Paragraph 9 or Paragraph 14.

#### 10. Insurance

The consultant will be responsible for taking out any appropriate insurance coverage at the expense of the consultant. The consultant agrees for as long as any obligations remain in connection with this Contract, to maintain in effect the required insurances for all the consultant's obligations under this Contract, including those which survive the expiration or termination of the Contract. The insurance policy must be in place by *insert practical period for consultant to have insurance in place, e.g. either before or after signing*.

#### 11. Law Governing Contract and Language

The Contract shall be governed by the laws of the Independent State of Samoa, and the language of the Contract shall be in 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 procuring entity's country.

- (a) the party claiming that there is a dispute will send to other party notice setting out the nature of the dispute;
- (b) within seven (7) days each party may nominate a representative, preferably not having any prior involvement in the dispute;
- (c) the representatives of both parties will try to settle the dispute by direct negotiation between them;
- (d) failing settlement within fourteen (14) days, either party may refer the dispute to:
  - (i) each parties' respective heads or nominees; or
  - (ii) an independent third person as agreed by both parties to intervene and direct some form of resolution, in which case the parties shall be bound by that resolution.
- (e) failing a resolution within three (3) days after the fourteen (14) days in Paragraph 14 (d), either party may commence legal proceedings or, if agreed to by both parties to the arbitration of a single arbitrator under the **Arbitration Act 1976**.

### 13. Termination

13.1 Where a matter becomes a dispute in accordance with Paragraph 12, either party may, within 48 hours' notice to the other party, suspend the performance of the Services until such time as the dispute is resolved.

13.2 Paragraph 13 does not apply to either party commencing legal proceedings for urgent interlocutory relief.

13.3 The procuring entity 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 (d) of this Clause:

(a) If the consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the procuring entity may have subsequently approved in writing;

(b) If the consultant becomes insolvent or bankrupt;

(c) If the consultant, in the judgment of the procuring entity or the Government, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Government's sanctions procedures) in competing for or in performing the Contract.

(d) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 13.4 Termination by the consultant

The consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the procuring entity, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.

(a) If the procuring entity fails to pay any money due to the consultant pursuant to this Contract and not subject to dispute, within forty-five (45) calendar days after receiving written notice from the consultant that such payment is overdue.

(b) If the procuring entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the consultant may have subsequently agreed in writing) following the receipt by the procuring entity of the consultant's notice specifying such breach.

#### 13.5 Termination by default



Where a party fails to satisfy any of its obligations under this Contract, other than those referred to in Clauses 13.1 and 13.2 above, the other party may give notice requiring that the failure be remedied within a period of thirty (30) working days and if not remedied within that time, may terminate this contract immediately.

#### 14. Effect of Termination

14.1. Upon receipt of a notice of termination from the procuring entity the consultant agrees to:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination and to protect the procuring entity's Material referred to under Clause 9 and procuring entity property; and
- (c) continue to work on any part of the Services not affected by the notice.

14.2 Where there has been a termination under Clause 14, the procuring entity will be liable only for:

- (a) payments and assistance for services rendered before the effective date of termination; and
- (b) reasonable costs incurred by the consultant and directly attributable to the termination.

14.3 Where there has been a reduction in the scope of the Services, the procuring entity's liability to meet costs or provide facilities and assistance under the Contract, unless there is notice in writing to the contrary, shall abate in accordance with the reduction in the Services.

14.4 The procuring entity will not be liable to pay compensation under Clause 14.2(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the consultant under this Contract, together exceed the costs set out in Clause 3(a) of the Contract.

14.5 The consultant will not be entitled to compensation for loss of prospective profits.

#### 15. Force Majeure

15.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes,

but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 15.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 15.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was

unable to perform such action as a result of Force Majeure.

- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the consultant, upon instructions by the procuring entity, shall either:
  - (i) demobilise, in which case the consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

#### 15.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 16. Negation of Employment, Partnership and Agency

- 16.1 The relationship of the consultant to the procuring entity is that of independent contractor and nothing contained herein shall be construed as creating any other relationship. The consultant agrees not to represent himself, and to use his best endeavours to ensure that his officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Principal, or as otherwise able to bind or represent the procuring entity.
- 16.2 The consultant is not by virtue of this Contract an officer, employee, partner or agent of the procuring entity, nor does the consultant have any power or authority to bind or represent the procuring entity.

#### 17. Waiver

- 17.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 17.2 In Clause 17.1, 'rights' means rights or remedies provided by this Contract or at law.

## 18. Indemnity

- 18.1 The consultant agrees to indemnify the procuring entity from and against any:
- (a) liability incurred by the consultant in the performance of the Consultancy Services;
  - (b) loss of or damage to property of the procuring entity caused by the consultant;
  - (c) loss or expense incurred by the procuring entity in dealing with any claim against it including legal costs and expenses resulting from any act or omission by the consultant, in connection with this Contract;
  - (e) any breach by the consultant of his obligations under this Contract, including any loss or damage attributable to any such breach; and
  - (f) any use or disclosure by the consultant, of Confidential Information held or controlled by him in connection with this Contract.
- 18.2 The consultant's liability to indemnify the procuring entity under sub-section 3.4 will be reduced proportionately to the extent that any negligent act or omission of the procuring entity contributed to the relevant liability, loss or damage.
- 18.3 The obligations under section 18 shall survive the expiration or termination of this Contract.

## 19. Corrupt and Fraudulent Practice

- 19.1 If the procuring entity determines that the consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, the procuring entity may, after giving 14 days' notice to the consultant, terminate the consultant's employment.
- 19.2 Should any Personnel of the consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, that Personnel shall be removed.
- 19.3 For the purposes of this Clause, the terms set-forth below are defined as follows:
- (i) "corrupt practice"<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of

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<sup>1</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes Government staff and employees of other organisations taking or reviewing procurement decisions.

value to influence improperly the actions of another party;

- (ii) “fraudulent practice”<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>3</sup> 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 practice”<sup>4</sup> 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 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 Clause 6.

## 20. Assignment and Novation

- 20.1 The consultant shall not assign its obligations, and agrees not to assign its rights, under this contract without, in either case, prior written approval from the procuring entity.
- 20.2 The consultant agrees not to consult with any other person for the purposes of entering into an agreement that would or could require novation of the contract without first consulting the procuring entity.

## 21. Skills Transfer

- 21.1 The consultant shall use its best endeavours to impart skills and to instruct the procuring entity’s employees with whom the consultant has contact in the performance of the

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<sup>2</sup> 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.

<sup>3</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A “party” refers to a participant in the selection process or contract execution.

Consultancy Services, with a view to increasing and consolidating the skills base within the procuring entity.

## 22. Security and access

22.1 The consultant, when using the procuring entity's premises or facilities, shall comply with all rules, policies, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the consultant by the procuring entity.

22.2 The consultant will give the Coordinator, and any other persons authorised in writing by the procuring entity, reasonable access to premises occupied by the consultant where the Consultancy Services are being undertaken and will permit them to inspect any Contract Material or other Material related to the Consultancy Services.

## 23. Notices

23.1 Any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:

(a) if given by the consultant to the Principal – marked for the attention of the Delegate at the address indicated in Item I of the Schedule; or

(b) if given by the procuring entity to the consultant – signed by the Delegate and marked with the address indicated below.

The addresses of the Parties for communication of a notice, request or consent are:

Procuring entity :

Attention :

Facsimile :

Consultant :

Attention :

Facsimile :

23.2 Any notice, request or other communication is to be delivered by hand or sent by pre-paid post or transmitted electronically, with confirming copy by hand or international courier and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post. also

23.3 A notice, request or other communication shall deemed to be

received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid post, upon the expiration of 2 working days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

#### 24. Variations

- 24.1 No variation of this Contract is binding unless it is agreed in writing between the Parties.

#### 25. Counterparts

- 25.1 The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. This clause shall not apply if counterparts not required.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**SIGNED** by the \_\_\_\_\_, for and on behalf  
of the **GOVERNMENT OF SAMOA** )  
In the presence of: )

\_\_\_\_\_  
(Witness Name & Signature)

\_\_\_\_\_  
(Witness Occupation)

\_\_\_\_\_  
(Witness Address)

**SIGNED** by INSERT CONSULTANTS NAME )  
as the consultant in the presence of )

\_\_\_\_\_  
(Witness Name)

\_\_\_\_\_  
(Witness Occupation)

\_\_\_\_\_  
(Witness Address)



## LIST OF ANNEXES

ANNEX A: Terms of Reference and Scope of Services

ANNEX B: Consultant's Reporting Obligations

ANNEX C: Payment Schedule

## Annex C

### PAYMENT SCHEDULE

*Procuring entity to edit in accordance with deliverables agreed*

- (a) Twenty (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (b) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (d) Thirty (30) percent of the lump-sum amount shall be paid upon approval of the final report.

CONTRACT CEILING \_\_\_\_\_

### BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

*This appendix will exclusively be used for determining remuneration for additional services. This should also reflect correctly application of applicable taxes to the Contract, and any contingency amount.*