

GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA



**BIDDING DOCUMENT FOR THE
PROCUREMENT OF CONSULTANCY
SERVICES**

**FOR A CONSULTING FIRM TO UNDERTAKE A
CAPACITY NEEDS ASSESSMENT ON
INVASIVE ALIEN SPECIES (IAS)
SAFEGUARDING AND DEVELOP A TRAINING
PROGRAMME ON IAS AWARENESS,
PREVENTION AND MANAGEMENT FOR KEY
AGENCIES AND COMMUNITIES IN SAMOA**

MNREDECGEF-01

BY OPEN INTERNATIONAL COMPETITIVE BIDDING

ISSUED ON: 10/July/2024

PROCURING ENTITY: Ministry of Natural Resources and Environment

CONTENTS

Section 1: Letter of Invitation.....	3
Section 2: Instructions to Consultants	4
Section 3: Technical Proposal - Standard Forms.....	35
Section 4. Financial Proposal - Standard Forms.....	47
Section 5. Terms of Reference	53
Section 6. Standard Forms of Contract	62

Section 1: Letter of Invitation

To all Bidders

Dear Mr/Mrs:

1. The Government of Samoa (“procuring entity”) has secured donor funds towards the cost of the **Samoa IAS Project**. The procuring entity intends to apply a portion of the funds to payments under the contract for which this Request for Proposals is issued.
2. The Ministry of Natural Resources and Environment now invites proposals to provide the following consulting services: *Undertake Capacity needs assessment on Invasive Alien Species (IAS) safeguarding and develop a training programme on IAS awareness*. More details on the services are provided in the Terms of Reference.
3. A firm will be selected under Open Competitive Bidding and procedures described in this RFP, in accordance with the Procurement Operating Manual 2020.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to consultants (including Data Sheet)

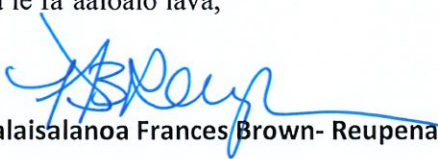
Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Ma le fa’aaloalo lava,


Lealaisalanoa Frances Brown- Reupena

CHIEF EXECUTIVE OFFICER

Section 2: Instructions to Consultants

1. Definitions	5
2. Introduction	6
3. Conflict of Interest	7
4. Fraud and Corruption	9
5. Eligibility	11
6. Proposal by consultants and Sub-consultants	13
7. Validity of Proposal.....	14
8. Clarification and Amendment of RFP Documents.....	14
9. Cost of Preparation of Proposal	15
10. Preparation of Proposals	15
11. Technical Proposal Format and Content	16
12. Financial Proposal.....	18
13. Taxes	19
14. Currency of Proposal and Payment.....	19
15. Submission, Sealing and Marking of Proposals.....	19
16. Opening of Technical Proposals	20
17. Proposal Evaluation	21
18. Evaluation of Technical Proposals	22
19. Financial Proposals for QBS	22
20. Public Opening and Evaluation of Financial Proposals (only for QCBS, SFB, and LCS)	22
21. Negotiations	24
Technical negotiations.....	24
Financial negotiations.....	24
Availability of professional staff or experts	25
Conclusion of the negotiations	25
22. Award of Contract and Standstill Period	25
23. Confidentiality	26
24. Right to complain	26

Section 2: Instructions to Consultants

- 1. Definitions**
- (a) “consultant” means any entity or person that may provide or provides the services to the procuring entity under the Contract;
 - (b) “Contract” means the Contract signed by the Parties and all the documents listed in its General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices;
 - (c) “Data Sheet” means such part of the Instructions to consultants used to reflect specific country and assignment conditions;
 - (d) “Day” means calendar day;
 - (e) “Government” means the Government of the Independent State of Samoa;
 - (f) “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;
 - (g) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt;
 - (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract;
 - (i) “Letter of Invitation” or “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the procuring entity to the shortlisted consultants;
 - (j) “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 Samoa; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in Samoa;
 - (k) “procuring entity” means any Government Ministry or public body engaging in procurement and the agency with which the selected consultant signs the Contract;
 - (l) “professional staff” means, collectively any personnel of the Consultant, Sub-consultant or JV member(s) whose skills,

qualifications, knowledge and experience are critical to the performance of the consulting services under the contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal. It may also include personnel who are assigned to perform the consulting services or any part thereof under the contract and whose CVs are not evaluated individually;

- (m) "Proposal" means the Technical Proposal and the Financial Proposal;
- (n) "Request for Proposal" or "RFP" means the document to be prepared by the procuring entity for the selection of consultants, based on the SBD;
- (o) "services" means the tasks or obligations to be performed by the consultant pursuant to the Contract;
- (p) "Sub-consultant" means any person or entity with which the consultant subcontracts any part of the services;
- (q) "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 procuring entity and the consultant and expected results and deliverables of the assignment; and
- (r) if the context so requires, "singular" means "plural" and vice versa.

- 2. Introduction**
- 2.1 The procuring entity named in the Data Sheet will select a consulting firm or organisation (the consultant) from those listed in the LOI, in accordance with the method of selection specified in the Data Sheet.
 - 2.2 The shortlisted 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 name and identification number of this international competitive bidding (RFP) procurement are specified in the Data Sheet.
 - 2.3 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.
 - 2.4 Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals.

- 2.5 The consultant may also attend a pre-proposal conference, at their own expense, if one is specified in the Data Sheet. Consultants should contact the procuring entity or procuring entity'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.
- 2.6 The procuring entity will make available at no cost to the consultants the inputs and facilities specified in the Data Sheet. The procuring entity shall also endeavour to assist the firm in expediting the process to obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The procuring entity 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.
3. **Conflict of Interest**
- 3.1 The consultant is required to provide professional, objective, and impartial advice and at all times hold the procuring entity's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 3.2 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 contracted, under any of the circumstances set forth below:
- (i) A consultant who 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 consulting services under these bidding documents; or
 - (ii) A consultant that submits more than one Proposal in this bidding process, however, this does not limit the participation of subcontractors in more than one Proposal.
 - (iii) A firm that has been engaged by the procuring entity to provide goods, works or services other than
- Conflicting activities**

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

- (iv) 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 procuring entity. 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 procuring entity 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

- (v) A consultant (including its Personnel and Sub-consultants) that has a business or family relationship with a member of the procuring entity'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 procuring entity

throughout the selection process and the execution of the Contract.

3.3 Consultants must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the procuring entity, 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 and/or sanctions by the Government.

3.4 No agency or current employees of the procuring entity shall work as consultants under their own ministries, departments or agencies. On the other hand, former government employees of the procuring entity 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 procuring entity) 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 procuring entity by the consultant as part of his or her technical proposal.

**Unfair
Advantage**

3.5 If a shortlisted consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the procuring entity 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.

**4. Fraud and
Corruption**

4.1 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 procuring entity:

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.

(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;

(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.

4.2 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;

³ “Another party” refers to a public official acting in relation to the selection process or contract execution.

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.

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.

- (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.

4.3 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.

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

5. Eligibility

5.1 A consultant may be a natural person, private entity, or government-owned entity or a joint venture (JV), under an existing agreement, or with the intent to constitute a legally-enforceable JV (supported by a letter of intent). All partners shall be jointly and severally liable for

the execution of the Contract in accordance with the terms and conditions of Contract. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the Data Sheet, there is no limit on the number of members in a JV.

- 5.2 A consultant shall be deemed to have the nationality of a country if the consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 5.3 An eligible 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 invitation to bid 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.
- 5.4 The bidding process is open to all eligible consultants.

- 5.5 A 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.
- 5.6 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.
- 5.7 In accordance with the Instructions, the consultant and any named Subconsultants shall certify in the Bid Submission Form that they are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. Evidence of such certification may be required from the successful consultant prior to award of contract.
- 5.8 Foreign Government-owned enterprises and public bodies in Samoa shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous,
 - (ii) operate under commercial law, and
 - (iii) are not a dependent agency of the procuring entity.
- 5.9 Failure to directly purchase or receive the bidding documents from the procuring entity will result in ineligibility of that consultant from participating in the procurement process.
- 5.10 Consultants shall provide such evidence of their continued eligibility satisfactory to the procuring entity as the procuring entity shall reasonably request.
- 5.11 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.
- 6. Proposal by consultants**
- 6.1 Shortlisted consultants (including members of a JV) may only submit one proposal. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified. However, this does

- and Sub-consultants** not limit the participation of the same Sub-consultant, including individual experts, to more than one proposal.
- 7. Validity of Proposal**
- 7.1 The Data Sheet indicates how long consultants' Proposals must remain valid after the submission date. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive. During this period, consultants shall maintain the availability of professional staff nominated in the Proposal.
- 7.2 If it is established that any professional staff nominated in the consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal may be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with Clause 4 of this ITC.
- 7.3 The procuring entity will use its best efforts to complete negotiations within this period. However, should the need arise, the procuring entity 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
- 7.4 Consultants have the right to refuse to extend the validity of their Proposals and the original Proposal will not be evaluated further
- 7.5 If any of the professional staff become unavailable for the extended validity period, the consultant shall provide a written adequate justification and evidence satisfactory to the procuring entity together with the substitution request. In such case, a replacement professional staff shall have equal or better qualifications and experience than those of the originally proposed professional staff. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original professional staff.
- 7.6 If the Consultant fails to provide a replacement professional staff with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the procuring entity, such Proposal will be rejected.
- 7.7 The Consultant shall not subcontract the whole of the consulting services.
- 8. Clarification and Amendment**
- 8.1 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 post mail or facsimile or hand delivered to

- of RFP Documents**
- the procuring entity's address indicated in the Data Sheet. The procuring entity 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.
- 8.2 Should the procuring entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 8.3.
- 8.3 At any time before the submission of Proposals, the procuring entity 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 procuring entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 9. Cost of Preparation of Proposal**
- 9.1 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.
- 9.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement.
- 10. Preparation of Proposals**
- 10.1 The Proposal as well as all related correspondence exchanged by the consultants and the procuring entity, shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 10.2 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.
- 10.3 The Proposal shall comprise the documents and forms listed in the Data Sheet without omission or modification to their format.
- 10.4 In addition to the requirements under ITC 10.3, Proposals submitted by a JV shall include a copy of the JV Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a JV Agreement in the event of a successful Proposal shall be signed by all partners

and submitted with the Proposal, together with a copy of the proposed agreement.

10.5 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 procuring entity 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) in a JV or sub-consultancy, the shortlisted consultant shall act as lead member. In case of a joint venture, all partners shall be jointly and severally liable. If shortlisted consultants form a JV then any of them may be lead member.
- (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. This estimate is indicative, and the Proposal shall be based on the consultant's own estimates for the same.
- (c) For fixed-budget-based assignments (SFB), the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of professional staff-months shall not be disclosed.
- (d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) is required to be submitted for each position.

11. Technical Proposal Format and Content

11.1 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.

- (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 procuring entity.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (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, equipment, data, and other matters to be provided by the procuring entity (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 sub-paragraph 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.

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

12. Financial Proposal

12.1 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.

12.2 If specified in the Data Sheet, 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.

- 13. Taxes**
- 13.1 The consultant may be subject to local taxes, duties, fees or other levies as required by law, on amounts payable by the procuring entity to the consultant, under the Contract. The procuring entity 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.
- 13.2 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 any such applicable amounts will be included in the Contract prior finalisation and signing of the Contract.
- 14. Currency of Proposal and Payment**
- 14.1 The currency(ies) of the Proposal and currency(ies) of payments shall be the same. Consultants may express the price of their services in a maximum of three freely convertible currencies.
- 14.2 The consultants shall quote the portion of their price representing local cost in the Samoan Tala (SAT\$) unless otherwise specified in the Data Sheet.
- 14.3 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.
- 15. Submission, Sealing and Marking of Proposals**
- 15.1 The original proposal and all copies shall be typed, digitally entered or written in permanent ink. And stamped by a person duly authorised to sign on behalf of the consultant. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The authorised representative must initial such corrections.
- 15.2 The written confirmation of authorisation to sign on behalf of the consultants shall be:
- (a) a notarized Power of Attorney authorising and assigning the authority of the signatory to sign the bid in all its parts; and
 - (b) in the case of a bid submitted by an existing JV joint venture (“JV”), a notarised undertaking signed by all parties:
 - (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITC 5.1, and
 - (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and in the event the JV is awarded the Contract, during contract execution.

- 15.3 The consultant shall prepare on original can clearly mark it as “ORIGINAL”. The consultant shall submit copies of the proposal in the number specified in the Data Sheet and clearly mark them “COPY”. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.
- 15.4 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.”
- 15.5 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]”.
- 15.6 The procuring entity 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 specified.
- 15.7 The Proposals must be sent to the address(es) indicated in the Data Sheet and received by the procuring entity no later than the time and the date indicated in the Data Sheet. Any proposal received by the procuring entity after the deadline for submission shall be returned unopened.
16. **Opening of Technical Proposals**
- 16.1 The procuring entity shall conduct the Proposal opening in public at the address, date and time specified in the Data Sheet and in accordance with ITC Sub-Clauses 16.2 to 16.7. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 20.
- 16.2 Envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the consultant. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the consultant, the

corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.

- 16.3 Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.
- 16.4 All other envelopes shall be opened one at a time, reading out: (i) the name and the country of the consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
- 16.5 The procuring entity shall prepare a record of the Proposal opening.
- 16.6 The consultants’ representatives who are present shall be requested to sign the attendance sheet.
- 16.7 A copy of the record shall be distributed to all consultants who submitted proposals in time.

17. Proposal Evaluation

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the consultants should not contact the procuring entity on any matter relating to its Technical or Financial Proposal. Any effort by consultants to influence the procuring entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the consultants’ Proposal.
- 17.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 17.3 The consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under ITC 7.5. While evaluating the Proposals, the procuring entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

- 18. Evaluation of Technical Proposals**
- 18.1 The Bid 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.
- 18.2 A proposal may be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve a minimum technical score if so indicated in the Data Sheet.
- 19. Financial Proposals for QBS**
- 19.1 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 ITC 21.
- 19.2 Where Technical and Financial Proposals have been submitted in separate envelopes. Only the Financial Proposal of the first ranked consultant will be opened. Any other Financial Proposals will be returned once the Contract has been signed.
- 20. Public Opening and Evaluation of Financial Proposals (only for QCBS, SFB, and LCS)**
- 20.1 After the technical evaluation is completed the procuring entity shall inform the consultants who submitted a proposal the technical scores. Those consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP will be advised that their Financial Proposals will be returned unopened after completing the selection process.
- 20.2 The procuring entity 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.
- 20.3 The Financial Proposals shall be opened 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.
- 20.4 A copy of the record shall be sent to all consultants who submitted Proposals.
- 20.5 The Bid 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, 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:

- 20.5.1 if the Time-Based form of contract has been included in the RFP, the Bid 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;
 - 20.5.2 if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 20.6 For evaluation purposes, prices shall be converted to a single currency specified in the Data Sheet using the selling rates of exchange, source and date indicated in the Data Sheet.
- 20.7 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.
- 20.8 In the case of Selection under fixed budget (SFB) the procuring entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected.
- 20.9 In the case of the Least-Cost Selection (LCS) the Bid Evaluation Committee will select the lowest proposal among those that passed the minimum technical score.
- 20.10 In both SFB and LCS cases the evaluated proposal price according to paragraph 20.5 shall be considered, and the selected firm is invited for negotiations.

- 21. Negotiations**
- 21.1 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. Failure to confirm availability may result in the rejection of the consultants' Proposal and the procuring entity shall move to the next ranked consultant.
- 21.2 The consultant's representative who attends the negotiations must be authorised to negotiate and sign the Contract on behalf of the consultant.
- 21.3 Failure of the consultant or its representative(s) to attend any negotiations may result in the procuring entity proceeding to negotiate with the next-ranked consultant.
- 21.4 The procuring entity shall prepare minutes of the negotiations that will be signed by both parties.
- Technical negotiations**
- 21.5 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 TOR. The procuring entity 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". These discussions shall not substantially change the TOR to such an extent that the price, quality or evaluation of the Proposal may be impacted.
- Financial negotiations**
- 21.6 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 consultant's tax liability in Samoa, 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.
- 21.7 In the cases of QCBS, SFB and LCS, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 21.8 In the case of QBS consultants will provide the procuring entity 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**
- 21.9 The procuring entity 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.
- 21.10 Any proposed substitute requires the procuring entity's approval. 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 the Contract.
- 21.11 If it is established that professional staff were offered in the proposal without confirming their availability, the consultant may be disqualified and subject to the Government's antifraud and corruption policy.
- Conclusion of the negotiations**
- 21.12 Negotiations will conclude with a review of the draft Contract. To complete negotiations the procuring entity and the consultant will initial the agreed Contract.
- 21.13 If negotiations fail, the procuring entity shall notify the consultant of the issues and disagreements and provide one last chance to respond. If agreement cannot be reached the procuring entity will invite the consultant whose Proposal received the second highest score to negotiate a Contract. Once the procuring entity has commenced fresh negotiations, negotiations with the previous consultant cannot be reopened.
- 22. Award of Contract and Standstill Period**
- 22.1 After completing negotiations, the procuring entity 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.
- 22.2 The date of the notification under ITC 22.1 establishes the commencement of the standstill period specified in the Data Sheet. During this time consultants may request, in writing, a debrief or invoke the 'right to complain' in accordance with ITC 24. The request for debriefing may only seek explanations for the grounds on which their proposal was not selected.
- 22.3 The procuring entity shall promptly respond in writing to any unsuccessful consultant who requests a debrief. If the request is made within the standstill period the contract award will be suspended until the debrief has taken place.

- 22.4 Until a formal Contract is prepared and executed, the initialled Contract shall constitute a binding Contract
- 22.5 After Contract signing between the procuring entity and the successful consultant the procuring entity shall return any unopened Financial Proposals to the unsuccessful consultants.
- 22.6 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 23. Confidentiality**
- 23.1 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.
- 23.2 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.
- 23.3 Notwithstanding ITC 23.2, 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.
- 24. Right to complain**
- 24.1 The consultant has a right to complain in accordance with the Procurement Complaints Review Procedure (Instructions K9).
- 24.2 A potential or actual consultant in procurement proceedings who claims to have suffered, or to be likely to suffer harm due to a breach of a duty imposed on a procuring entity by or under the Instructions, may complain to a procuring entity.
- 24.3 Such complaint must be made in writing -
- (a) within 10 days of when the consultant submitting it became aware of the circumstances giving rise to the complaint or when the consultant should have become aware of those circumstances, whichever is earlier; or
- (b) in any event within 5 days of the date of notification of the proposed award of the contract.
- 24.4 The consultant should submit its complaint in accordance with the procedures to the address specified in the Data Sheet.

- 24.5 A complaint shall not be entertained unless the complainant has identified the specific act or omission alleged to constitute a breach of duty on the part of the procuring entity.

Data Sheet

Paragraph Reference	
2.1	Name of the procuring entity: Ministry of Natural Resources and Environment
2.1	Method of selection: Quality & Cost Based Selection
2.2	Financial Proposal to be submitted together with Technical Proposal: YES
2.2	Name of the assignment is: Capacity Needs Assessment on Invasive Alien Species (IAS) safeguarding and develop a training programme on IAS awareness, prevention and management for key agencies and communities RFP No: MNREDECGEF-01
2.5	A pre-Proposal conference will not be held.
2.6	The procuring entity will provide the following inputs and facilities: Detailed Terms of Reference
5.1	Maximum number of members in the JV shall be: 3
7.1	The Proposal validity period shall be Ninety (90) calendar days after the Proposal submission date ie until 08 November 2024
8.1	Clarifications may be requested no later than three (3) days before the submission date. Attention: Gloria Roma, GEF 7 Project Coordinator Procuring entity: Ministry of Natural Resources and Environment

	<p>Address: Level 3, TATTE Building</p> <p>City: Sogi</p> <p>Country: SAMOA</p> <p>Electronic mail address: gloria.roma@mnre.gov.ws</p>
10.5 (a)	<p>Shortlisted Consultants may not associate with</p> <p>(a) non-shortlisted Consultant(s)</p> <p>Or</p> <p>(b) other shortlisted Consultants</p>
10.5 (b)	<p>The estimated number of professional staff-months required for the assignment is: 6 months</p>
10.5 (c)	<p>N/A</p>
11.1	<p>The format of the Technical Proposal to be submitted is:</p> <p>Full Technical Proposal</p>
11.1 (g)	<p>Training is a specific component of this assignment: No</p>
12.1	<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 Samoa 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) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the services; (5) cost, rental and freight of any instruments or equipment required to be provided by the consultants for the purposes of the services; (6) cost of printing and dispatching of the reports to be produced for the services;

	<p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the services not covered in the foregoing.</p>
12.2	The costs in the Financial Proposal shall be broken down by activity and foreign and local expenditure.
13.1	Amounts payable by the procuring entity to the consultant under the contract are subject to all applicable local taxation, duty, fee or other levy as required by law: YES
14.2	Consultant to state local cost in the national currency: YES
15.3	Consultant must submit the original and three (3) copies of the Technical Proposal, and the original of the Financial Proposal.
15.5 & 15.7	<p>For bid submission purposes, the procuring entity's address is:</p> <p>Attention:</p> <p>Floor-Room number: 4th Floor</p> <p>Address: Central Bank Building of Samoa, Beach Road</p> <p>City: APIA</p> <p>Country: SAMOA</p> <p>The deadline for the submission of bids is:</p> <p>Date: 5th August 2024</p> <p>Time: 11:00am</p>
16.1	<p>The bid opening shall take place at:</p> <p>Ministry of Finance</p> <p>Floor-Room number: 4th Floor</p> <p>Street Address: Central Bank of Samoa Building, Beach Road</p> <p>City: APIA</p> <p>Country: SAMOA</p> <p>Date: 5th August 2024</p>

	Time: 11:30am																											
18.1	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:																											
	<p>Evaluation Method:</p> <ul style="list-style-type: none"> • Only applications that are responsive and compliant will be evaluated. Incomplete applications will not be considered; • Offers will be evaluated according to the Combined Scoring method – where the administrative criteria will weighted at 20%, the technical criteria will be weighted at 50% and the financial offer will be weighted at 30%; • The technical criteria will be based on a maximum 70 points. Only the top 4 candidates that have achieved a minimum of 49 points from the review of the methodology, the key personnel experience and background will be deemed technically compliant and considered for financial evaluation; • Financial score (max 30 points) shall be weighted at 30% and ranked based on the best value for money proposal of those technically qualified; • The financial proposal shall specify an all-inclusive lump sum fee. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal must additionally include a breakdown of this daily fee (including all foreseeable expenses to carry out the assignment). • Applicant receiving the Highest Combined Score (max 100 points) and has accepted the Government of Samoa’s General Terms and Conditions will be awarded the contract. <table border="1" data-bbox="496 1102 1377 1875"> <thead> <tr> <th data-bbox="496 1102 1011 1136">Evaluation Criteria</th> <th data-bbox="1011 1102 1159 1136">Weight</th> <th data-bbox="1159 1102 1377 1136">Max. Point</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 1136 1011 1199">A. Administrative Compliance</td> <td data-bbox="1011 1136 1159 1199">10%</td> <td data-bbox="1159 1136 1377 1199">20</td> </tr> <tr> <td data-bbox="496 1199 1011 1255">1. Proof of registration</td> <td data-bbox="1011 1199 1159 1255"></td> <td data-bbox="1159 1199 1377 1255">10</td> </tr> <tr> <td data-bbox="496 1255 1011 1312">2. Years of Experience</td> <td data-bbox="1011 1255 1159 1312"></td> <td data-bbox="1159 1255 1377 1312">10</td> </tr> <tr> <td data-bbox="496 1312 1011 1369">3. Financial Statements</td> <td data-bbox="1011 1312 1159 1369"></td> <td data-bbox="1159 1312 1377 1369"></td> </tr> <tr> <td data-bbox="496 1369 1011 1432">B. Technical Proposal</td> <td data-bbox="1011 1369 1159 1432">60%</td> <td data-bbox="1159 1369 1377 1432">120</td> </tr> <tr> <td data-bbox="496 1432 1011 1774">1. Methodology Methodology outlining approach and action plan to 1) carry out capacity needs assessment, 2) develop modular training/capacity development plan, 3) assessment of national IAS legal frameworks, 4) Assessment of existing IAS monitoring and early networks and plans.</td> <td data-bbox="1011 1432 1159 1774">20%</td> <td data-bbox="1159 1432 1377 1774">40</td> </tr> <tr> <td data-bbox="496 1774 1011 1831">2. Key Personnel</td> <td data-bbox="1011 1774 1159 1831">40%</td> <td data-bbox="1159 1774 1377 1831">80</td> </tr> <tr> <td data-bbox="496 1831 1011 1875">Team Leader and IAS expert</td> <td data-bbox="1011 1831 1159 1875"></td> <td data-bbox="1159 1831 1377 1875">40</td> </tr> </tbody> </table>	Evaluation Criteria	Weight	Max. Point	A. Administrative Compliance	10%	20	1. Proof of registration		10	2. Years of Experience		10	3. Financial Statements			B. Technical Proposal	60%	120	1. Methodology Methodology outlining approach and action plan to 1) carry out capacity needs assessment, 2) develop modular training/capacity development plan, 3) assessment of national IAS legal frameworks, 4) Assessment of existing IAS monitoring and early networks and plans.	20%	40	2. Key Personnel	40%	80	Team Leader and IAS expert		40
Evaluation Criteria	Weight	Max. Point																										
A. Administrative Compliance	10%	20																										
1. Proof of registration		10																										
2. Years of Experience		10																										
3. Financial Statements																												
B. Technical Proposal	60%	120																										
1. Methodology Methodology outlining approach and action plan to 1) carry out capacity needs assessment, 2) develop modular training/capacity development plan, 3) assessment of national IAS legal frameworks, 4) Assessment of existing IAS monitoring and early networks and plans.	20%	40																										
2. Key Personnel	40%	80																										
Team Leader and IAS expert		40																										

	2.1	Master's degree in environment science, natural resources management , biodiversity conservation, environmental policy/planning, ecosystems services, , and other related fields. A minimum of an advanced/postgraduate degree in the same of fields with more than 10 years of experience will be considered.		10
		Minimum of 10 years of experience in capacity assessments for conservation, land use planning and with technical area of biosecurity and IAS would be an advantage		10
		Demonstrated experience with Protected Areas resources management, including both scientific and community-based participatory approaches to management/conservation and developing/ implementing short-term and long-term terrestrial and marine monitoring programs;		10
		Demonstrated experience in leading teams on capacity development and training assignments		5
		Experience of working in SIDS environment; experience in the Pacific Region is desirable Prior experience working for UNDP-GEF projects is desirable.		5
	2.2	Legal and Policy Analyst		20
	2	Bachelor's degree in environmental law or related field		8
		At least 10 years of demonstrated experience in legislation and regulatory framework review and drafting with at least 5 years of experience reviewing environmental regulatory framework		7
		Demonstrated experience working with government ministries, NGOs and communities in reviewing of national legislations and reviews.		5
		Capacity Development Specialist		20

	<table border="1" data-bbox="496 205 1377 884"> <tr> <td data-bbox="496 205 565 474">2. 3</td> <td data-bbox="565 205 1010 474">Masters degree in management, public administration, political science or related fields with relevant combination of professional training, certification and experience may be accepted in lieu of the advanced university degree.</td> <td data-bbox="1010 205 1159 474"></td> <td data-bbox="1159 205 1377 474">8</td> </tr> <tr> <td data-bbox="496 474 565 611"></td> <td data-bbox="565 474 1010 611">Minimum of ten (10) years of experience in management and public administration, capacity building and assessment,</td> <td data-bbox="1010 474 1159 611"></td> <td data-bbox="1159 474 1377 611">7</td> </tr> <tr> <td data-bbox="496 611 565 779"></td> <td data-bbox="565 611 1010 779">Demonstrated experience of conducting organization/institutional/sectoral capacity assessment and designing of capacity development strategies.</td> <td data-bbox="1010 611 1159 779"></td> <td data-bbox="1159 611 1377 779">5</td> </tr> <tr> <td colspan="2" data-bbox="496 779 1010 835">C. Financial Proposal</td> <td data-bbox="1010 779 1159 835">30%</td> <td data-bbox="1159 779 1377 835">60</td> </tr> <tr> <td colspan="2" data-bbox="496 835 1010 884">1. Total combined score</td> <td data-bbox="1010 835 1159 884">100%</td> <td data-bbox="1159 835 1377 884">200</td> </tr> </table> <p data-bbox="448 936 1175 968">The minimum technical score S_t required to pass is: 49 points</p>	2. 3	Masters degree in management, public administration, political science or related fields with relevant combination of professional training, certification and experience may be accepted in lieu of the advanced university degree.		8		Minimum of ten (10) years of experience in management and public administration, capacity building and assessment,		7		Demonstrated experience of conducting organization/institutional/sectoral capacity assessment and designing of capacity development strategies.		5	C. Financial Proposal		30%	60	1. Total combined score		100%	200
2. 3	Masters degree in management, public administration, political science or related fields with relevant combination of professional training, certification and experience may be accepted in lieu of the advanced university degree.		8																		
	Minimum of ten (10) years of experience in management and public administration, capacity building and assessment,		7																		
	Demonstrated experience of conducting organization/institutional/sectoral capacity assessment and designing of capacity development strategies.		5																		
C. Financial Proposal		30%	60																		
1. Total combined score		100%	200																		
20.6	<p data-bbox="448 1041 1219 1073">The single currency for price conversions is: <i>Samoan Tala (SAT)</i></p> <p data-bbox="448 1094 1187 1125">The source of official selling rates is: Central Bank of Samoa</p> <p data-bbox="448 1146 1203 1178">The date of exchange rates is: <i>The closing date 08 August 2024</i></p>																				
20.7	<p data-bbox="448 1266 1214 1297">The formula for determining the financial scores is the following:</p> <p data-bbox="448 1318 1425 1392">$S_f = 100 \times FM / F$, in which S_f is the financial score, FM is the lowest price and F the price of the proposal under consideration.</p> <p data-bbox="448 1413 1336 1444">The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p data-bbox="448 1465 594 1497">$T = 0.7$ and</p> <p data-bbox="448 1518 537 1549">$P = 0.3$</p> <p data-bbox="448 1570 1433 1728">Proposals are 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; $T + P = 1$) as following: $S = S_t \times T\% + S_f \times P\%$.</p>																				
21.1	<p data-bbox="448 1791 1360 1864">Expected date and address for contract negotiations: To be confirmed by the procuring entity</p>																				

22.2	The number of days for standstill shall be fifteen (15) days.
22.6	Expected date for commencement of, and location of, consulting services: <i>19th August 2024</i>
24.4	Any complaint should be sent to the following address: Attention: Gloria Roma, GEF-7 Project Coordinator Chief Executive Officer Ministry of Natural Resources and Environment Address: Level 3, TATTE Building City: Sogi Country: SAMOA

Section 3: Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Form TECH-1: Technical Proposal Submission Form	36
Form TECH-2: consultant’s Organization and Experience	39
A - consultant’s Organization	39
B - consultant’s Experience	39
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the procuring entity	40
A - On the Terms of Reference	40
B - On Counterpart Staff and Facilities	40
Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	41
Form TECH-5: Team Composition and Task Assignments	42
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	43
Form TECH-7: Staffing Schedule	45
Form TECH-8 Work Schedule	46

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 procuring entity]*

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.

includes this Technical Proposal only.

Our Proposal shall be valid for a period of *[insert number of days from Data Sheet]* 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.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 15.7 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.

[Select] We are submitting our Proposal in association/ as a consortium/as a joint venture with: *[Insert a list with full name and address of each associated consultant and indicate the lead member]*. We have attached a copy *[insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”]* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

[Or If the Consultant’s Proposal includes Sub-consultants, insert the following:] We are submitting our Proposal with the following firms as Sub-consultants: *[Insert a list with full name and address of each Sub-consultant.]*

Our firm and all associated consultants:

- have satisfied all the legal requirements to carry on business in Samoa and, if our headquarters are outside Samoa, of our entitlement to carry on business in Samoa;
- are not subject to or anticipate being subject to legal proceedings, either in Samoa or another jurisdiction, that would materially affect our ability or legal capacity to carry out the contract;
- meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by the Government’s policy in regard to prohibited practices as per ITC 4.

- are participating as a consultant in only one proposal in accordance with ITC 6.1, notwithstanding that sub-consultants including individual consultants may participate in more than one proposal
- do not have any conflict of interest in accordance with ITC 3
- have not been subject to insolvency or bankruptcy or receivership or liquidation proceedings during the immediate past twelve (12) months;
- has not been declared ineligible by the Government of Samoa or the procuring entity under the laws of the Independent State of Samoa;
- are not a government owned entity/ We are a government owned entity but comply with the requirements of ITC 5.8 *[delete non-applicable statement;]*
- and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;
- and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere.

We certify that we are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. We also understand evidence of such certification may be required from the successful consultant prior to award of contract.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 22.6 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 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.

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 2.2 of the Data Sheet requires to submit 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

[Provide here a brief (two pages) description of the background and organisation of your firm or entity and each associate for this assignment.]

B - Consultant's Experience

- List only previous similar assignments successfully completed in the last **ten (10)** years.
- Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Assignments completed by the consultant's professional staff working privately or through other consulting firms cannot be claimed as the relevant experience of the consultant, or that of the consultant's partners or sub-consultants, but can be claimed by the professional staff themselves in their CVs. The consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the procuring entity.

Assignment name:	Approx. value of the contract (in any currency):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° 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):	N° 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 procuring entity

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the procuring entity according to Paragraph Reference 2.6 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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. Please do not just repeat/copy the TOR here.

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 procuring entity), 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.

For STP Proposals only you should also include:

- d) Comments in the TOR and counterpart staff and facilities.*

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: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><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></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>
--	---

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. 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

[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.



[Signature of staff member or authorised representative of the staff] Date: _____

Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	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

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection method is adopted, according to the indications provided under paragraph 19 of Section 2.]

Form FIN-1: Financial Proposal Submission Form	48
Form FIN-2: Summary of Costs	49
Form FIN-3: Breakdown of Costs by Activity	50
Form FIN-4A: Breakdown of Remuneration (Time-Based) ..	Error! Bookmark not defined.
Form FIN-4B: Breakdown of Remuneration (Lump-Sum)	51
Form FIN-5A: Breakdown of Reimbursable Expenses (Time-Based)...	Error! Bookmark not defined.
Form FIN-5B: Breakdown of Reimbursable Expenses (Lump-Sum).....	52
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	Error! Bookmark not defined.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of procuring entity]

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 figures¹]*. This amount is exclusive of the local taxes, which shall be identified by the procuring entity 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 15.7 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 # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</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 procuring entity 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 # 1]</i> ⁴	<i>[Indicate Foreign Currency # 2]</i> ⁴	<i>[Indicate Foreign Currency # 3]</i> ⁴	<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-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 procuring entity)

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

(This Form FIN-5 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 procuring entity)

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 procuring entity'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.

Section 5. Terms of Reference

Consulting firm to undertake Capacity Needs Assessment on Invasive Alien Species (IAS) safeguarding and develop a training programme on IAS awareness, prevention and management for key agencies and communities

BACKGROUND

The biodiversity and natural resources of Samoa provide the ecological foundation upon which the country depends for its physical, cultural, social and economic well-being. It provides the food, fiber, fuel, freshwater, medicinal plants and building material. This is exemplified in that around 80% of the population, largely subsistence, directly depends on the land and sea for food and income. While agriculture, in the past was the backbone of Samoa's economy, its decline, in large part due to decimation of the taro export due to the Taro Leaf Blight, a deadly non-native fungus that caused the extinction of the Samoan taro varieties. There are a number of pressures on Samoa's biodiversity, an important one of which is invasive species, the impacts of which have been extensive and costly, both financially, ecologically and culturally, including in particular effects on the productivity and economic output of primary industries such as agriculture, forestry and fisheries, as well as threatening the integrity and biodiversity of natural ecosystems and their processes.

As a consequence of invasive species, the five-million-year history of the Samoan archipelago that has resulted in the evolution of a unique native flora and fauna is being threatened by the rapid spread of invasive species. While conservation efforts have been made to maintain Samoa's rich biodiversity in reserves and protected areas, considerable efforts are being spent on managing invasive plants that are outcompeting native species.

The project recognizes that these land and seascapes of Samoa underpin the lives and livelihoods of a large number of local communities and that implementation of a coherent and integrated strategy to promote improved measures for prevention and management of invasive alien species (IAS) is an integral part of the solution. The main objective of the project is to equip and empower local communities to safeguard Samoa's indigenous species, natural ecosystems and food production systems from Invasive Alien Species (IAS) and unsustainable land use practices. The project will be implemented for six years through the following three main components;

- i. Enhancing institutional and technical capacity in safeguarding indigenous species, natural ecosystems and production systems from IAS.
- ii. Demonstrating integrated management of catchments from ridge to reef to safeguard indigenous species, natural ecosystems and food production systems from IAS and unsustainable land use practices.
- iii. Gender mainstreaming and knowledge management.

The project will be implemented over a duration of 72 months (6 years) with implementation starting in February 2024. UNDP is the GEF Implementing Agency and the Government of Samoa Ministry of Natural Resources and Environment (MNRE), is the project's lead Implementing Partner and responsible party.

The project is being nationally executed as per UNDP National Implementation Modality (NIM) procedures. According to UNDP guidelines on National Implementation Modality (2011), the Government is responsible for the management and delivery of programme activities to achieve project outcomes/outputs. Government regulations, rules and procedures therefore apply to project implementation to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP.

1. SPECIFIC OBJECTIVES

The tender procedure is for the provision of technical assistance services for the Samoa IAS project to carry out a cross-sectorial capacity needs assessment for IAS prevention and management which will 1) Highlight and ideally pinpoint remaining gaps in national policy and legislation in regard to IAS, 2) Provide a suitable framework for addressing identified gaps, and 3) Support development of a comprehensive national structure for addressing IAS concerns.

2. SCOPE

Under the close supervision of the Assistant Chief Executive Officer (ACEO) of the Division of Environment Conservation (DEC) for the Ministry of Natural Resources and Environment, and Samoa IAS Project Management Unit (PMU), the contractor will be responsible for technical contributions to the undertaking of a capacity needs assessment for IAS in Samoa and the design of training program for local communities and design of training materials and curriculum.

Description of services required:

1. Conduct IAS capacity needs assessment

Capacity needs assessment will be utilized to prioritize and address needs, including capacity strengthening in key agencies and organizations for IAS prevention, control, and management through training on IAS, social and environmental safeguarding, and related environmental and agricultural aspects.

- Conduct a detailed and in-depth baseline/situational analysis/capacity needs assessment in regard to IAS safeguarding including baseline projects, activities, budgets, and goals that will review both national and localized capacities in the demonstration sites.
- Prioritizing needs and identifying key training needs as well as capacity development training courses housed within localized entities.
- Adapt the UNDP Capacity Assessment Scorecard to suit IAS and conduct baseline assessments of the capacity of IAS agencies using the adapted scorecard, and provide inputs to the completion of the GEF IAS Tracking Tool;
- Coordinate the identification of the IAS demonstration landscapes, and define these landscapes and their selection criteria;

- Review existing CIM Plans to assess community and district priorities, assess technical capacity within relevant sectors, harmonize with other existing projects (such as the GEF6 multi-country IAS project), and review existing training courses and materials.

2. *Develop Modular safeguards & agro environmental training programme*

- Develop a modular training/capacity development plan with training courses on IAS, social and environmental safeguarding and related environmental and agricultural aspects, staff and institutions needing training, community training courses, list of institutions to conduct training, training of trainers' courses, means to ensure sustainability of training programs etc.
- The project proposed a two-tiered structure for courses with some courses being community awareness and engagement based (covered in more detail in component-2), with other courses being more professional learning based hands-on or even classroom structured. Specific needs and how these needs will be addressed will in turn best determine where modular courses fit within these tiers.
- A plan of actions to enhance national and localized capacity to address IAS management platform(s) to be used for IAS informational exchange and reporting

3. *Conduct Assessment of national IAS legal frameworks*

- Assess national IAS legal frameworks, including any multilateral and bilateral agreements on the prevention, control and management of IAS impacts on agrobiodiversity, multi-sectoral coordination and policy on IAS, and inter-agency communication and information sharing, and identify appropriate project interventions to improve IAS legal frameworks, multi-sectoral coordination, communication and information sharing;

4. *Conduct Assessment of existing IAS monitoring and early warning networks and plans*

- Assess existing IAS early warning, risk assessment, data management and monitoring systems and identify appropriate project interventions to improve the national IAS monitoring and early warning network, including data management and evaluation;

5. *Develop a Knowledge Attitudes and Practices (KAP) survey to gauge the level of awareness of communities and institutions of Invasive Alien Species.*

- Assess the extent to which communities and other stakeholders have awareness of IAS issues, its threats to biodiversity and food security and management measures that can be used to reduce such threats
- Identify a user friendly field data collection tool to be used by the field team to carry our surveys online and on the field and ensure that the KAP survey is able to be easily transformed onto the tool for data analysis post data collection.
- Carry out necessary training for field staff on the utilization of the survey and data collection tools/methods and analysis

3. INSTITUTIONAL ARRANGEMENT

- The consulting firm will be home-based (and with expected travel to Samoa if the consulting firm is international).
- The consulting firm will be given access to relevant information necessary for execution of the tasks under this assignment;
- The Consulting firm will be responsible for providing own workstation (i.e. laptop, internet, phone, scanner/printer, etc.) and must have access to reliable internet connection;
- The Consulting firm is expected to be reasonably flexible with its availability for such consultations taking into consideration different time zones; and
- Payments will be made upon satisfactory completion and acceptance by the PMU and endorsement by MNRE of outputs listed in section C.

4. DELIVERABLES AND PAYMENT SCHEDULE

No.	Deliverables	Tentative dates	Fee Disbursement
1.	Report on a detailed and in depth capacity needs assessment.	July 2024	20%
2.	Modular training/capacity development plan with training courses, staff and institutions needing training, community training courses	August 2024	30%
3.	Report on the assessment of national IAS legal frameworks, including any multilateral and bilateral agreements on the prevention, control and management of IAS	September 2024	20%
4.	Report on the assessment of existing IAS early warning, risk assessment, data management and monitoring systems	October 2024	10%
5.	Detailed KAP survey to gauge the level of awareness of communities and institutions of Invasive Alien Species Management	October/November 2024	20%
		6 months	100%

5. TIMELINE

The consulting firm will work closely with the UNDP MCO & PMU for up to 6 months from agreed start date until end of October 2024.

6. EXPERIENCE AND QUALIFICATIONS

6.0 Consultancy Firm experience

- Proof of registration of company or firm
- Proven track record of at least 10 years of experience working in Biodiversity conservation, Invasive Species management and Natural resources management.
- Financial viability

6.1 Team Leader and IAS expert

Qualifications:

- Master's degree in environment science, natural resources management, biodiversity conservation, environmental policy/planning, ecosystems services, and other related fields. A minimum of an advanced/postgraduate degree in the same of fields with more than 10 years of experience will be considered.

Experience:

- Minimum of 10 years of experience in capacity assessments for conservation, land use planning and with technical area of biosecurity and IAS would be an advantage.
- Demonstrated experience in leading teams on capacity development and training assignments
- Demonstrated experience with Protected Areas resources management, including both scientific and community-based participatory approaches to management/conservation and developing/ implementing short-term and long-term terrestrial and marine monitoring programs;
- Experience of working in SIDS environment; experience in the Pacific Region is desirable
- Prior experience working for UNDP-GEF projects is desirable.

Language Requirements:

- Excellent proficiency in written English. Excellent analytical, writing and communication skills, specifically in English.

6.2 Legal and Policy Analyst

Qualifications:

- Bachelor's degree in environmental law or related field

Experience:

- At least 10 years of demonstrated experience in legislation and regulatory framework review and drafting with at least 5 years of experience reviewing environmental regulatory framework.
- Demonstrated experience working with government ministries, NGOs and communities in reviewing of national legislations and reviews.

Language Requirements:

- Excellent proficiency in written English. Excellent analytical, writing and communication skills, specifically in English.

6.3 Capacity Development specialist

Qualifications:

- Master's degree in management, public administration, political science or related fields with relevant combination of professional training, certification and experience may be accepted in lieu of the advanced university degree.

Experience:

- Minimum of ten (10) years of experience in management and public administration, capacity building and assessment
- Demonstrated experience of conducting organization/institutional/sectoral capacity assessment and designing of capacity development strategies

Language Requirements:

- Excellent proficiency in written English. Excellent analytical, writing and communication skills, specifically in English.

7. PAYMENT TERMS

Lump Sum Amount. The total amount quoted shall be all-inclusive and include all costs components required to perform the deliverables identified in the TOR, including professional fee, international travel costs, terminal costs, living allowances, withholding tax and any other applicable cost to be incurred by the consultancy firm in completing the assignment. The contract price will be fixed output-based price regardless of extension of the herein specified duration. Payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments will be made upon satisfactory completion and acceptance by the PMU of outputs listed in the TOR.

Travel (For International Consortiums):

- The team leader is expected a total of one (01) travel to Apia, Samoa during the assignment of a 10 days on mission trip. The tentative schedule for such travel is October/November 2024. Travel days does not account for mission days. Actual travel dates will be agreed with the project team and relevant stakeholders;

Evaluation Method:

- Only applications that are responsive and compliant will be evaluated. Incomplete applications will not be considered;
- Offers will be evaluated according to the Combined Scoring method – where the administrative criteria will weighted at 20%, the technical criteria will be weighted at 50% and the financial offer will be weighted at 30%;

- The technical criteria will be based on a maximum 70 points. Only the top 4 candidates that have achieved a minimum of 49 points from the review of the methodology, the key personnel experience and background will be deemed technically compliant and considered for financial evaluation;
- Financial score (max 30 points) shall be weighted at 30% and ranked based on the best value for money proposal of those technically qualified;
- The financial proposal shall specify an all-inclusive lump sum fee. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal must additionally include a breakdown of this daily fee (including all foreseeable expenses to carry out the assignment).
- Applicant receiving the Highest Combined Score (max 100 points) and has accepted the Government of Samoa's General Terms and Conditions will be awarded the contract.

Evaluation Criteria		Weight	Max. Point
D. Administrative Compliance		10%	20
1. Proof of registration			10
2. Years of Experience			10
3. Financial Statements			
E. Technical Proposal		60%	120
3. Methodology Methodology outlining approach and action plan to 1) carry out capacity needs assessment, 2) develop modular training/capacity development plan, 3) assessment of national IAS legal frameworks, 4) Assessment of existing IAS monitoring and early networks and plans.		20%	40
4. Key Personnel		40%	80
2.1	Team Leader and IAS expert		40
	Master's degree in environment science, natural resources management , biodiversity conservation, environmental policy/planning, ecosystems services, , and other related fields. A minimum of an advanced/postgraduate degree in the same of fields with more than 10 years of experience will be considered.		10
	Minimum of 10 years of experience in capacity assessments for conservation, land use planning and with technical area		10

	of biosecurity and IAS would be an advantage		
	Demonstrated experience with Protected Areas resources management, including both scientific and community-based participatory approaches to management/conservation and developing/ implementing short-term and long-term terrestrial and marine monitoring programs;		10
	Demonstrated experience in leading teams on capacity development and training assignments		5
	Experience of working in SIDS environment; experience in the Pacific Region is desirable Prior experience working for UNDP-GEF projects is desirable.		5
2.2	Legal and Policy Analyst		20
	Bachelor's degree in environmental law or related field		8
	At least 10 years of demonstrated experience in legislation and regulatory framework review and drafting with at least 5 years of experience reviewing environmental regulatory framework		7
	Demonstrated experience working with government ministries, NGOs and communities in reviewing of national legislations and reviews.		5
2.3	Capacity Development Specialist		20
	Master's degree in management, public administration, political science or related fields with relevant combination of professional training, certification and experience may be accepted in lieu of the advanced university degree.		8
	Minimum of ten (10) years of experience in management and public administration, capacity building and assessment,		7
	Demonstrated experience of conducting organization/institutional/sectoral		5

	capacity assessment and designing of capacity development strategies.		
F. Financial Proposal		30%	60
2. Total combined score		100%	200

Section 6. Standard Forms of Contract

Foreword

1. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the consulting services and the required output of the consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the consultant's outputs by the procuring entity is paramount.