

CONTRACT FOR CONSULTING SERVICES

Between

THE SAMOA INTERNATIONAL FINANCE AUTHORITY
("the Client")

And

[INSERT NAME]
("the Consultant")

FEBRUARY 2019

THIS CONTRACT ("Contract") is entered into this day of **2019**

BETWEEN: **THE SAMOA INTERNATIONAL FINANCE AUTHORITY** established pursuant to section 3 of the Samoa International Finance Authority Act 2005, acting by and through the **CHAIRMAN OF THE BOARD OF DIRECTORS** of the **SAMOA INTERNATIONAL FINANCE AUTHORITY** ("the Client");

AND **[Insert name of Consultant]**, a limited liability company, having its principal office located at **[insert address]** ("the Consultant").

(collectively referred to as "the Parties")

WHEREAS, the Client wishes to have the Consultant perform the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform the Services, in accordance with the terms and conditions of this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**
 - 2.1 The Consultant shall perform the Services during the period commencing *[insert]* ("Commencement Date") and continuing through *[insert]* ("Completion Date"), or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **[insert]** *inclusive of VAGST and subject to withholding tax*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. Despite that, any applicable tax not included in the ceiling price, such are payable by the Consultant where required by the laws of the Independent State

of Samoa (and confirmed by the Ministry for Revenue).

B. Schedule of Payments

The schedule of payments is specified below:

C. Payment Conditions

Payment shall be made in *Samoan Tala (SAT\$)*, no later than fifteen (15) days following submission by the Consultant of invoices in duplicate to the Coordinator/Delegate designated in Clause 4.

An invoice is correctly rendered if:

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

Payments shall be made to Consultant's bank account:

Account Name:

Account No:

Bank:

Address:

4. Project Administration

A. Coordinator/ Delegate

The Client designates *[insert name]*, Senior Structural Engineer as Client's Coordinator; the Coordinator/ Delegate will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment. The Coordinator/ Delegate has the responsibility for the general liaison with the Consultant and may issue written notifications under the Contract

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and shall constitute the partial basis for the payments to be made under Clause 3

- 5. Performance Standards** 5.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing** 6.1 The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Government (including without limitations determination of ineligibility) in accordance with prevailing Government's sanctions procedures.
- 7. Confidentiality** 7.1 The Consultant shall not, during the term of this Contract and after termination or expiration of the Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** 8.1 Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8.2 Upon the expiration or termination of this Contract, the Consultant will deliver to the Client all studies reports or other material, graphic, software or otherwise prepared by the Consultant for the Client, and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the Client. Any future use of any document, material or software requires prior approval of the Client.
- 9. Consultant Not to be Engaged in Certain Activities** 9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
- 9.2 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of commencement of the

Consultancy Services that no conflict with the interests of the Principal exists or is likely to arise in the performance of the Consultancy Services.

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

- (a) notify the Client immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict or apparent or likely conflict; and
- (c) take such steps as the Client may reasonably require to resolve or otherwise deal with the conflict.

9.4 If the Consultant does not notify the Client or is unable or unwilling to resolve or deal with the conflict as required under Clause 9, the Client may terminate this Contract in accordance with Clause 9 or Clause 14.

10. Insurance

10.1 The Consultant will be responsible for taking out any appropriate insurance coverage. The Consultant agrees for as long as any obligations remain in connection with this Contract, to maintain in effect the required insurances for all the Consultant's obligations under this Contract, including those which survive the expiration or termination of the Contract. The insurance policy must be in place by ***the Commencement Date***.

11. Law Governing Contract and Language

11.1 The Contract shall be governed by the laws of the Independent State of Samoa, and the language of the Contract shall be in English.

12. Dispute Resolution

12.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

- (a) the Party claiming that there is a dispute will send to other Party notice setting out the nature of the dispute;
- (b) within seven (7) days each Party may nominate a representative, preferably not having any prior involvement in the dispute;
- (c) the representatives of the Parties will try to settle the dispute by direct negotiation between them;
- (d) failing settlement within fourteen (14) days, either Party may

refer the dispute to:

- (i) each Parties' respective heads or nominees; or
 - (ii) an independent third person as agreed by the Parties to intervene and direct some form of resolution, in which case the Parties shall be bound by that resolution.
- (e) failing a resolution within three (3) days after the fourteen (14) days in Clause 12 (d), either Party may commence legal proceedings or, if agreed to by the Parties to the arbitration of a single arbitrator under the **Arbitration Act 1976**.

13. Termination

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

13.2 Clause 13 does not apply to either Party commencing legal proceedings for urgent interlocutory relief.

Termination by the Client

13.3 The Client may terminate this Contract with at least thirty (30) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in sub-clauses(a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Government, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Government's sanctions procedures) in competing for or in performing the Contract; and/or
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract or reduce its scope for convenience. The Client may provide reasons for termination or reduction of scope of services, to the Consultant.

13.4 Where the Client terminates this Contract or reduces its scope for convenience, the Consultant upon receiving notice, must cease or reduce performance of the Services according to the tenor of the notice and forthwith do everything sensible to mitigate losses. In

such case, the Consultant shall only be entitled to receive payment as full compensation for all Services performed prior to the date of termination.

Termination by the Consultant

- 13.5 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in sub-clauses (a) and (b) of this Clause:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute, within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue; and/or
 - (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

Termination by default

- 13.6 Where a Party fails to satisfy any of its obligations under this Contract, the other Party may give notice requiring that the failure be remedied within a period of forty five (45) calendar days and if not remedied within that time, may terminate this contract immediately.

Effect of Termination

- 13.7 Upon receipt of a notice of termination from the Client the Consultant agrees to:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect the Client's Material referred to under Clause 8 and Client property; and
 - (c) continue to work on any part of the Services not affected by the notice.
- 13.8 Where there has been a termination under Clause 13, the Client will be liable only for:

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

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

13.10 The Client will not be liable to pay compensation under Clause 13.8(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the costs set out in Clause 3 of the Contract.

13.11 The Consultant will not be entitled to compensation for loss of prospective profits.

14. Force Majeure

14.1 "Force Majeure" refers to any event, including, but not limited to, wars, strikes, epidemics, civil disturbances, natural disasters or inclement weather, that is unforeseeable and beyond the reasonable control of either Party, the occurrence and effect of which is unavoidable and insurmountable.

14.2 Should a Party, due to the occurrence of Force Majeure, fail to perform this Contract in full or in part, such Party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder.

14.3 Should a Party fail to perform on time its duties under this Contract and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.

14.4 Should a Party be unable to perform this Contract as a result of Force Majeure, it shall inform the other Party immediately, following the occurrence of such Force Majeure, of the situation and the reason(s) for the non-performance, so as to minimize any losses incurred by the other Party as a consequence thereof.

15. Negation of

15.1 The relationship of the Consultant to the Client is that of

**Employment,
Partnership and
Agency**

independent contractor and nothing contained herein shall be construed as creating any other relationship. The Consultant agrees not to represent himself, and to use his best endeavours to ensure that his officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Client, or as otherwise able to bind or represent the Client.

15.2 The Consultant is not by virtue of this Contract an officer, employee, partner or agent of the Client, nor does the Consultant have any power or authority to bind or represent the Client.

16. Waiver

16.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

16.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

16.3 In Clause 16, 'rights' means rights or remedies provided by this Contract or at law.

**17. Assignment
and Novation**

17.1 The Consultant cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior written approval from the Client. Any attempted assignment without such approval shall be null and void.

17.2 The Consultant agrees not to consult with any other person for the purposes of entering into an arrangement that would or could require novation of the Contract without first consulting with and obtaining the written approval of the Client.

17.3 This Contract shall inure to the benefit of and be binding on the respective successors, representatives and assigns of the Consultant.

18. Skills Transfer

18.1 The Consultant shall use its best endeavors to impart skills and to instruct the Client's employees with whom the Consultant has contact in the performance of the Consultancy Services, with a view to increasing and consolidating the skills base within the Client's *[insert relevant Division]*

**19. Security and
access**

19.1 The Consultant shall, when using the Client's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect

at the premises or in regard to the facilities notified to the Consultant by the Client.

19.2 The Consultant shall give the Delegate, and any other persons authorized in writing by the Client, reasonable access to premises occupied by the Consultant where the Consultancy Services are being undertaken and will permit them to inspect any Contract Material or other Material related to the Consultancy Services.

19.3 The Delegate and any other person authorized by the Client, when at the Consultant's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities as notified by the Consultant to the Client.

20. Notices

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

(a) if given by the Consultant to the Client– marked for the attention of the Delegate at the following address:

[insert Client's address]

(b) if given by the Principal to the Consultant – signed by the Delegate and marked with the address below:

[insert Consultant's address]

20.2 Any notice, request or other communication is to be delivered by hand or transmitted electronically, with confirming copy by hand or international courier.

20.3 A notice, request or other communication shall deemed to be received:

(a) if delivered by hand, upon delivery; and/or

(b) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient

21. Variation

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

22. Counterparts

22.1 The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which,

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

23. Indemnity

- 23.1 The Consultant agrees to indemnify the Client from and against any:
- (a) liability incurred by the Consultant in the performance of the Consultancy Services;
 - (b) loss of or damage to property of the Client caused by the Consultant;
 - (c) loss or expense incurred by the Client in dealing with any claim against the Consultant including legal costs and expenses resulting from any act or omission by the Consultant, her officers, employees, agents or subcontractors in connection with this Contract;
 - (d) breach by the Consultant of her obligations under this Contract, including any loss or damage attributable to any such breach;
 - (e) use or disclosure by the Consultant, her officers, employees, agents or subcontractors of Confidential Information held by her or them or controlled by her or them in connection with this Contract.
- 23.2 The Consultant's liability to indemnify the Client under Clause 23.1 will be reduced proportionately to the extent that any negligent act or omission of the Client contributed to the relevant liability, loss or damage.
- 23.3 The obligations under Clause 23 shall survive the expiration or termination of this Contract.

24. Corrupt and Fraudulent Practice

- 24.1 The Consultant must observe the highest standard of ethics during the selection and execution of such contracts. The Client will:
- (a) reject a proposal for award if it determines that the

consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (b) cancel the portion of the loan/grant allocated to the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by Consultant and/or its affiliates during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the government to remedy the situation;
- (c) declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Client-financed contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Client financed contract; and
- (d) have the right to require that, in contracts financed by government, a provision to be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written:

EXECUTED by the CHAIRPERSON OF THE)
BOARD OF DIRECTORS for and on behalf of the)
SAMOA INTERNATIONAL FINANCE AUTHORITY)

..... (*"the Client"*)

In the presence of:

.....
(Witness Name & Signature)

.....
(Witness Designation)

AFFIXED HERETO is the **COMMON SEAL of**)
_____ (*"the Consultant"*)

In the presence of:

.....
(Director Name & Signature)

.....
(Director Name and Signature)



LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel and corresponding unit rates
- Annex C: Consultant's Reporting Obligations

ANNEX A

TERMS OF REFERENCE AND SCOPE OF SERVICES

Terms of Reference and Scope of Services –Consultancy Services for the Design and Construction Supervision of new Office Building

1. Introduction / Background

The Principal wishes to build a four (4) storey modern design office building on its property in Apia where the Old Court House and surrounds is presently situated.

Accordingly, the Principal intends to engage the services of a qualified consultant for the Design and Supervision of its new Office Building. The Building will be located at Apia on land described as Lots 1 & 4 on Plan 11508.

The Principal also requires that the qualified consultant submit a **Concept Design** of the four (4) storey modern design office building as part of the Technical proposal together with the required estimated costs for the Concept Design. The qualified consultant may submit more than one (1) concept design with its estimated costs.

The need for a separate, specific and new office is due to the space constraints in the current rental space in parts of Levels 3 and 6 of the DBS Building, Savalalo.

The four (4) storey modern design office building will be funded fully and solely by the Principal. The hope is for the construction to commence in August 2019 and to be completed by February 2021.

2. Objectives

The primary objective of this consultancy is to ensure that the Principal obtains high quality, well-constructed, long lasting and sustainable buildings for their intended purposes.

This primary objective can be further elaborated in four (4) parts:

- (i) Concept Design;
- (ii) Design;
- (iii) Drawings & Technical Specifications; and
- (iv) Supervision.

Additional objectives are as follows:

- Ensuring a close liaison between Contractor and the Principal;
- Ensuring that, the Contractor conforms to project design, specifications, drawings and otherwise meets its contractual obligations;
- Ensuring that the works are executed in accordance with the agreed construction program(s) and methodologies;
- Ensuring that any claims made by the Contractor are considered and dealt with in a fair and reasonable manner;

- Ensuring that all payments made under the Construction Contract are checked, verified and processed expeditiously;
- Ensuring that the Principal is well informed through regular reporting;

3. Scope of Services

The Scope of Services follows the four (4) outlined parts of the primary objective namely:

- (i) Concept Design;
- (ii) Design;
- (iii) Drawings & Technical Specifications; and
- (v) Supervision.

(i) CONCEPT DESIGN:

The Principal requests a Concept Design (“the concept design”) and estimated costs for the concept design. The bidder may submit as part of the Technical proposal more than one (1) concept design with its estimated costs for the concept design.

The concept design should be elaborated through:

- i) visual sketches (architectural concept design drawings);
 - ii) floor plans;
 - iii) 1 page narrative of the concept idea for the architectural design of the four (4) storey modern design office building;
 - iv) elevations & sections, etc.; and
 - v) estimated costs.
- The Conceptual Plan and Elevations designed for the proposed four (4) storey modern design office building should be modern, innovative, & forward-looking within conformity to the Planning and Urban Management Agency (“PUMA”) statutory requirements.
 - The concept design should cater to all structural requirements and feasibility aspect of the design.
 - The concept design should also correspond to the surrounding environment including the existing urban context and should be based on all necessary considerations for the terrain of the land. Furthermore, the concept design should be eco-friendly and climate change resilient. It should be inspiring and futuristic in its overall spatial composition and ambience.
 - All local factors such as climatic conditions, sub-soil conditions etc. should be taken into account for ensuring structural feasibility of the concept design. External finishes should be based on consideration of long term maintenance aspects as well as on the longevity of the building/s.
 - The concept design should ideally have sufficient natural light & ventilation for providing good working conditions.
 - The building should reflect all the enduring values of the organization. The concept design of the building and its ambience must reflect a dynamic, technologically advanced & economically vibrant image of Samoa.

(ii) DESIGN:

The Principal requests a design of a four (4) storey modern design office building. The design should take into account the geotechnical report of the site, a copy of which can be obtained from the Principal.

Goal:

The goal is the demolition of the existing building and to erect a four (4) storey modern design office building.

Minimum Specifications:

- Remove all the buildings on the site;
- Design to take into account the Apia Waterfront Plan;
- Save the Talie trees;
- Erect a four (4) Storey modern design office building;
- 2000m² net area required for the Principals operations;
- Design to take into account the Computer folio of Plan 11508 & Lots 1 & 4;
- Car park to be designed in accordance with the *MNRE Parking Policy and Standards 2006*; and
- Design appropriate fencing and gate(s) to suit building and surroundings.

Costings:

The Cost should provide for the Design and Supervision of the four (4) storey modern design office building.

(iii) DRAWINGS & TECHNICAL SPECIFICATIONS:

If the bidder's Design is successful, the bidder is required to provide the following:

- Prepare and finalize the Drawings & Technical Specifications of the approved Design with the Principal.
- Meet with the Principal to discuss and identify priority areas that need urgent works based on initial estimates of the cost of the proposed works.
- Ensure all documentation is compliant with Samoan laws in development and Construction.
- Prepare bidding documents, construction cost estimates, application for development consents and permits with relevant Ministries and Authorities.
- Provide advice to the Principal on the implementation plan.
- Provide technical advice to the Principal during bid process, bid evaluation and recommendation for award of construction contract(s).

(iv) SUPERVISION:

Supervision of construction works and administration of contract(s) including:

- (i) Establishment of a positive and amicable, but impartial, liaison with the construction Contractor;
- (ii) Daily site visits and overview of progress, with particular attention to ensuring Contractor's adherence to the design and construction drawings and specifications;
- (iii) Review and comment upon the Contractor's Works Program;
- (iv) Written records of all powers and duties exercised under this Contract;

- (v) Provision to the Principal of copies of any certificates and material provided to the Contractor under this Contract;
- (vi) Keeping the Principal informed as soon as practicable of all significant developments in the Works or exercises of its powers as Project Supervisor;
- (vii) Ensuring the Contractor's complete and timely compliance with the Works Program in relation to the Works;
- (viii) Random (but at least fortnightly), scrutiny of the Contractor's daily records, material-testing results, batch records, setout survey records etc;
- (ix) Random sampling and testing of Contractor's materials to ensure compliance with the Specifications;
- (x) Advise the Principal or the Principal's authorized representative of matters of concern;
- (xi) Prepare pre-forma supervision reports with support photos for the Principal;
- (xii) Review and make recommendations on any claims submitted by the Contractor for additional payments and extensions of time;
- (xiii) Conduct formal Site Meetings with the Contractor and keep minutes of matters of concern;
- (xiv) Guide the Contractor on critical elements of construction, including but not limited to:
 - (a) Interpretation of technical specifications;
 - (b) Matters relating to worksite safety and traffic management;
 - (c) Construction methodology;
 - (d) Receipt and checking of Contractor's Progress Claims, preparation of payment certificates in the format prescribed and forwarding to the Principal or the Principal's authorized representative in a timely manner for due payment etc; and
 - (e) Confirm that Practical Completion has been reached, and advise the representative of the Principal accordingly.
 - (f) Advise the Principal on any defects during the defects liability period as they arise and supervise remedial works.

COSTING:

Full Costing for the one design should include full costing for Design and Supervision.

TIMEFRAME:

The bidder can estimate Timeframe for the Construction Works for Design and Supervision of the four (4) storey modern design office building.

A. Power and Authority

The Project Designer & Supervisor may exercise the authority which is stipulated for this position in the Standard Conditions (but subject to the terms and conditions of the Principal's agreement with the Contractor) to give the Consultant the desired authority. The Project Designer & Supervisor will have the following powers and authority, which may be reduced or expanded (expansion with written agreement with the Contractor) at any time by the Principal.

- (a) To represent the Principal in relation to the Services to be provided under this Contract in the role of Project Designer & Supervisor;

- (b) To freely access the work sites and Contractor's records, for the purposes of carrying out the Services;
- (c) To freely approach the respective Site Foreman (or other officers as the Contractor may nominate), in order to discuss general progress, site or construction difficulties;
- (d) To advise the Contractor directly, on matters of interpretation of the contract documents in relation to design and construction;
- (e) To recommend Change Orders (Variations) to the representative of the Principal;
- (f) To issue Site Instructions;
- (g) To recommend suspension of the works in instances of non-adherence to critical elements of the specifications (including the drawings), by the Contractor(s), and further recommend remedial action;
- (h) To suspend operations where, in the considered, professional opinion of the Project Supervisor, operations are, or have the potential to be, dangerous to the safety of the workmen, public, or the integrity of the construction itself; and
- (i) To maintain and forward to the Principal or the Principal's authorized representative, meeting Minutes/Notes in relation to the above items.

B. Operations

The Project Designer & Supervisor shall operate either from their office or at the site of Works, and provide all supplementary facilities and equipment necessary for the execution of its obligations under this assignment including:

- Measuring equipment;
- Basic field survey equipment, including dumpy level, staff and theodolite (may be available ex-Contractor);
- PC and peripherals;
- Word-processing, copying and report-binding resources;
- Telecom including e-mail;
- Photographic (preferably digital) equipment;
- Personal safety apparel and equipment; and
- Any other equipment necessary.

C. Liaison with the Client

Pursuant to the Objectives, the Consultant shall work in close co-operation with the Principal, in particular, the Principal's authorized representative.

4. Qualifications and Experience

- Consultant will be a technically qualified Architect with more than 10 (ten) years of proven working experience either in an Architectural/ Engineering or Clerk of Works Firm.
- Must possess a valid business licence to operate in Samoa as a consultant.
- Specific experience in the design and construction supervision of new buildings is a requirement.
- Sound knowledge of waste water and solid waste management.

5. Level of Input & Duration

It is expected that the level of input for this assignment will be approximately:

- Design: (40 working days)

- Drawings & Technical Specifications (50 working days)
- Supervision (dependent on milestones) as provided by bidder under 'TIMEFRAME'.

6. Reporting / Deliverables

The consultant will be required to provide the following deliverables:

Design	<u>Pre- design tasks</u> <ul style="list-style-type: none"> • Geotechnical Engineer Engagement • Brief Development • Client Approval Brief • Structural Review/Report <u>Detail Design Phase</u> <ul style="list-style-type: none"> • Detail Design • Preliminary Sub-Consultant inputs • Structural/Civil Engineers • Services Engineers • Quantity Surveyor • Submission • Client Approval • Design Freeze & Release 	<ul style="list-style-type: none"> • Forty (40) days
Drawings & Technical Specifications	<u>Contract Documentation</u> <ul style="list-style-type: none"> • Architectural • Structural /Civil Engineers • Service Engineers • Design Completion • Environmental Consultant • Quantity Surveyor • Final Contract Documentation • Client Approval 	<ul style="list-style-type: none"> • Fifty (50) days
Supervision	<u>Tender Administration</u> <ul style="list-style-type: none"> • Tender Advertising Expression of Interest • Client Approval Tenderers • Tender Invitation • Tender Period • Pre-tender bid meeting • Quantity Surveyor Tender • Client Approval • Construction Contract Signing <u>Building Permit Process</u> <ul style="list-style-type: none"> • Submission <u>Contract Administration</u> <ul style="list-style-type: none"> • Construction • Pre-construction meeting • Practical Completion Inspection • Handover 	<ul style="list-style-type: none"> • As provided by bidder under the time frame
Defects Liability Period	<u>Post Contract Administration</u>	<ul style="list-style-type: none"> • Twelve (12) months

	<ul style="list-style-type: none"> • Liaise with the Principal and provide Contractor with advice and instructions on rectifying any defects during the Three Hundred Sixty Five Days period. 	as required by the Principal
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NB: 1 week means 5 working days

Activity	Deliverables	Timeframe	Payment Milestone
Pre-design tasks	1 Set Adobe Acrobat * pdf Documents <ul style="list-style-type: none"> • 1 x A4 Minute Brief • 1 x A4 Structural Report 	Ten (10) days	5%
Detail Design Phase)	1 Set Adobe Acrobat *pdf Documents <ul style="list-style-type: none"> • 1 x A3 Proposed Site Plan • 1 x A3 Proposed Building/ Structure Elevations renderings • 1 x A4 Quantity Surveyor Estimate Report Update • 1 x A4 Report and any outline specification/product research 	Thirty (30) days	30%
Contract Documentation	1 Set Adobe Acrobat *pdf Documents & 1 x Sets of hard copies <ul style="list-style-type: none"> • 1 x A1 Construction Drawings • 1 x A4 Technical Specification • 1 x A4 General Conditions of Contract • 1 x A4 Bills of Quantities • 1 x A4 Structural Engineers Calculations and Certificate for Structural Design 	Fifty (50) days	30 %
Tender Administration	4 x Sets of hard-copies issued for tender, 5 x CD- Rom Copies <ul style="list-style-type: none"> • 1 x A1 Construction Drawings • 1x A4 Technical Specification • 1 x A4 General Conditions of Contract • 1 x A4 Bills of Quantities • 1 x A4 Tender Report 	As provided by bidder under the time frame	2.5%

Building Permit Processing	3 x Sets of hard copies issued for permit <ul style="list-style-type: none"> • 1 x A3 Construction Drawings (Reduced Sets) • 1 x A4 Technical specification • 1 x A4 General Conditions of Contract • 1 x PUMA and MWTI Application Form Copies • 1 x A4 Structural Engineer Calculations Permit Approved and Stamped Documents <ul style="list-style-type: none"> • 1 x A4 DCA Letter of Approval from PUMA • 1 x Permit Approved Stamped Set Drawings and Specifications 	As provided by bidder under the time frame	2.5%	
Contract Administration	<ul style="list-style-type: none"> • Construction • Pre-Construction meeting • Emails and Reports * pdf format only • Certificate of Practical Completion • Structural Engineer Certification 	As provided by bidder on the time frame	20%	
Defects Liability Period	<ul style="list-style-type: none"> • Provide Inspection report and advice to the Principal and Contractor • Defects Liability Statement and Report 	12 months post Practical completion	10%	

ANNEX B

CONSULTANT'S PERSONNEL AND CORRESPONDING UNIT RATES

Comment [AI1]: This will be confirmed before the contract is signed.

ANNEX C

CONSULTANT'S REPORTING OBLIGATIONS

Comment [A12]: Same as above comment.