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|  | **Government of the Independent State of Samoa** |
| **STANDARD REQUEST FOR PROPOSAL** |
|  |
| **Issued on** |
| *21 / February/ 2019* |
|  | **for** |  |
| **SELECTION OF**  |
| ***CONSULTING SERVICES FOR THR DESIGN AND CONSTRUCTION SUPERVISION OF THE NEW OFFICE BUILDING***  |

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| **CONSULTING SERVICES RFP No:** |
| ***001***  |
| **MARKET PARTICIPANTS** |
| **International:** | ***NO*** |
| **Local:** | ***YES***  |

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| **Funded by :** | *Samoa International Finance Authority* |
| **Client :**  | *Samoa International Finance Agency*  |
| **Contact Entity :** |  |

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**REQUEST FOR PROPOSALS**

***RFP #001***

***Country*: The Independent State of Samoa**

**CONSULTANCY SERVICE FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF THE NEW OFFICE BUILDING**

**Section 1: Letter of Invitation**

21 February 2019

Dear Mr/Ms:

1. The Samoa International Finance Authority acting by and through the Chairman of the Board of Directors (“Client”) has available fundstoward the cost of Consulting Services for the Design and Construction Supervision for a new Office Building. The Client intends to apply a portion of the funds to payments under the contract for which this Request for Proposal is issued.

2. The Samoa International Finance Authority now invites proposals to provide the following consulting services: Consulting Services for the Design and Construction Supervision for the new Office Building. 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 Treasury Instructions Part K Section 6 Government Procurement &Contracting June 2016(“Treasury Instructions”) and the Tenders Board Guidelines for Procurement and Contracting: Consulting Services (CS).

4. 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; and

Section 6 - Standard Forms of Contract

Yours sincerely,

Tootoooleaava Dr Fanaafi Aiono Le-Tagaloa

**CHIEF EXECUTIVE OFFICER**

**Section 2: Instructions to Consultants**

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| **Definitions** | (a) “Client” means the agency with which the selected Consultant signs the Contract;(b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract;(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices;(d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions;(e) “Day” means calendar day;(f) “Government” means the Government of the Independent State of Samoa;(g) “Instructions to Consultants” or “ITC” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals;(h) “Letter of Invitation” or “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants;(i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part of the Services; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country;(j) “Proposal” means the Technical Proposal and the Financial Proposal;(k) “Request for Proposal” or “RFP” means the document to be prepared by the Client for the selection of Consultants, based on the Standard RFP;(l) “Standard Request for Proposal” or “SRFP” means document(s), which must be used by the Client as a guide for the preparation of the RFP;(m) “Services” means the tasks or obligations to be performed by the Consultant pursuant to the Contract;(n) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Services;(o) “Terms of Reference” or “TOR” means the document included in the RFP as Section 5 which explains the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |
| **1. Introduction** | 1.1 The Client named in the Data Sheet will select a consulting firm or organisation (the Consultant), in accordance with the method of selection specified in the Data Sheet.1.2 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 Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant, although any terms or conditions (relating to application of taxes, duties or levies required by law) may change prior finalisation of the Contract provided that the correct application is confirmed by the Ministry for Revenue and such change agreed to by both Parties. |
|  | 1.3 Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client or Client’s representative (at the Client’s office address and during business hours) regarding any query relating to the assignment before submitting a proposal. The Consultant may also attend a pre-proposal conference if one is specified in the Data Sheet. Consultants should contact the Client or Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. |
|  | 1.4 The Client will make available at no cost to the Consultants the inputs and facilities specified in the Data Sheet. The Client shall also 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.1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Consultants. |
| **Conflict of Interest** | 1.6 In accordance with Clause 3.03 of the Government Guidelines for Government Procurement and Contracting: Consulting Services, the Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: |
| **Conflicting activities** | (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.  |
| **Conflicting assignments** | (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. |
| **Conflicting relationships** | (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference of the assignment; (ii) the selection process for such assignment; or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract. |
|  | 1.6.2 Consultants must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or termination of its Contract.1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. On the other hand, former government employees of the Client may be recruited to work for their former ministries, departments or agencies is acceptable provided that there is no conflict of interest. When the Consultant nominates any person employed in a Government ministry or public body[[1]](#footnote-1) (other than for the Client) in their technical proposal, such personnel must have written authorisation from the Public Service Commission in the case of an employee in a Government Ministry or certification from the appointing authority of an employee in a public body. Such authorisation must confirm and allow for such employee to work and commit full-time to the consulting services (outside of his or her official position with Government Ministry or public body). Such certification shall be provided to the Client by the Consultant as part of his or her technical proposal. |
| **Unfair Advantage** | 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. |
| **Fraud and Corruption** | 1.7 All participants in the selection process as well as consultants and their sub-consultants must observe the highest standard of ethics during the selection and execution of contracts.[[2]](#footnote-2) For the purposes this section, the Client:1. defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice[[3]](#footnote-3)” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice[[4]](#footnote-4)” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;(iii) “collusive practices[[5]](#footnote-5)” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practices[[6]](#footnote-6)”is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(v) “obstructive practice” means:(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause (e) below;1. will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
2. will cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the Client or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to the Client to address such practices when they occur;
3. will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and
4. will have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring consultants to submit audited financial statements and the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.
 |
|  | 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government in accordance with the above paragraph 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the GCC.1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4). |
| **Eligibility** | 1.10 (a) A firm declared ineligible by the Government to prevent and combat fraud and corruption in its own and donor supported projects shall be ineligible to be awarded a Government financed contract during such period of time as the Government shall determine.(b) Shortlisted Consultants shall be subject to the following eligibility criteria as provided in the Government Tenders Board Guidelines for Government Procurement and Contracting: Consulting Services (CS), Section III, paragraph 3.01 (“Procurement Guidelines”):(i) must have a valid business licence –* If the Bidder is based here in Samoa , or conducts part of any service in Samoa, holds a business licence in accordance with the Business Licences Act 1998, unless exempted from doing so in accordance with that Act;
* If the bidder is based overseas, a valid business licence or proof of registration overseas is required from country of residence;

(ii) must be free from insolvency, bankruptcy, or similar status;(iii) must have legal capacity to enter into contract;(iv) must have an adequate record of business integrity and ethics;(v) must not be excluded pursuant to Part IX of the Procurement Guidelines; and(vi) the firm and its principals (or the individual consultant, as applicable) must not have been convicted within the last year of, or currently under indictment for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in procurement. |
| **Eligibility of Sub-Consultants** | 1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria set forth in the Procurement Guidelines as as listed in Clause 1.10 above.  |
| **Origin of Goods and Consulting Services** | 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country, except if:(i) as a matter of law or official regulation, the Government prohibits commercial relations with that country; or(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any imports of goods from that country or any payments to persons or entities in that country. |
| **Proposal by Consultants and Sub-Consultants** | 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal. |
| **Validity of Proposal** | 1.14 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will use its best efforts to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award or any time prior signing of Contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals and the original Proposal is considered as is. |
| **2. Clarification and Amendment of RFP Documents** | 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the submission of Proposals. Any request for clarification must be in writing and delivered by post mail or facsimile or hand delivered to the Client’s address indicated in the Data Sheet. The Client will respond in writing, and will hand deliver or post mail or facsimile written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants to their respective addresses. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| **3. Preparation of Proposals** | 3.1 The Proposal (see paragraph 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. |
|  | 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested will result in rejection of a Proposal. |
|  | 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either: (a) non-shortlisted Consultant(s); or (b) shortlisted Consultants if permitted in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and indicate who will act as the leader of the joint venture. |
|  | (b) Although the Proposal is based on the number of professional staff-months or budget estimated by the Consultants, the Data Sheet must show either the estimated number of professional staff-months or the budget for executing the assignment.(c)For fixed-budget-based assignments, 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. |
| **Language** | (e) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. |
| **Technical Proposal Format and Content** | 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c)(ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper. |
|  | (a) (i) For the FTP only: a brief description of the Consultants’ organisation and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client. (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 Client (Form TECH-3 of Section 3)). (ii) For the STP Form TECH-3 of Section 3 shall not be used; the comments and suggestions, if any, on matters referred to in clause 3.4(b)(i), should be incorporated into the description of the approach and methodology (refer to following 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. |
|  | 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive. |
| **Financial Proposals** | 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including: (a) remuneration for staff (foreign and local, in the field and at the Consultants’ home office); and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. The Client must take care in considering the reasonableness of a firm’s Financial Proposal, and must require audited financial statements of the firm to be certified by an independent auditor. |
| **Taxes** | 3.7 The Consultant may be subject to local taxes, duties, fees or other levies as required by law, on amounts payable by the Client to the Consultant, under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes, duties, fees or other levies required by law. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated. Any applicable local taxes, duties, fees or other levies will be discussed at contract negotiations, and despite what is discussed and agreed at negotiations, any such applicable amounts will be included in the Contract prior finalisation and signing of the Contract. |
|  | 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4. |
| **4. Submission, Receipt, and Opening of Proposals** | 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.4.2 An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorised to sign. The signed Technical and Financial Proposals shall be marked “Original”.4.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The original Technical Proposal shall be sent to the addresses referred to in paragraph 4.5 together with the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.4.4 The original and all copies of the Technical Proposal shall be placed in one sealed envelope clearly marked “Technical Proposal”. Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in one sealed envelope clearly marked “Financial Proposal” followed by the RFP number and the name of the assignment, and a warning note stating: “**Do Not Open With The Technical Proposal.**” The envelopes containing the Technical and Financial Proposals shall be placed together in one envelope (“outer envelope”) and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and a note clearly marked stating: “**Do Not Open, Except In Presence Of The Official Appointed, Before 29 April 2019** ”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If a Financial Proposal which has been submitted is not placed in a separate sealed envelope and duly marked as indicated in this Clause 4.4, the Proposal shall be declared as being non-responsive. For purpose of this clause “Official Appointed” refers to the tenderers (or their respective representatives), Tenders Board and representatives of procuring entities. |
|  | 4.5 The Proposals must be sent to the address(es) indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.4.6 The Client shall open the Technical Proposal immediately after the submission deadline. The envelope with the Financial Proposal shall remain sealed and securely stored. |
| **5. Proposal Evaluation** | 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter relating to its Technical or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and endorsed by the Tenders Board. |
| **Evaluation of Technical Proposals** | 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP (i.e. technical requirements), and particularly the ToR or if it fails to achieve the minimum technical score indicated in the Data Sheet. |
| **Financial Proposals for QBS** | 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraph 6 of these Instructions. |
| **Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)** | 5.4 After the technical evaluation is completed and all appropriate authorities including development partners has issued its no objection (if applicable), the Client shall inform the Consultants (who have submitted proposals) the technical scores obtained by their Technical Proposals, and shall notify the Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and ToR, and that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional.5.5 Once an Evaluation Report on the Technical Proposals is submitted to the Tenders Board, the Report should include a request by the procuring entity for the Tenders Board to open the Financial Proposals. Once the Tenders Board approves the Report, the Tenders Board shall open the Financial Proposals in the presence of the Consultants or their respective representatives, Tenders Board and representatives of the procuring entities. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all Consultants and appropriate authorities including development partners. Failure by the Client to distribute copies does not invalidate the process or any decision made regarding the Financial Proposals.5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, the partial amount prevails; and in case of discrepancy between numerals in words and figures the numerals in word form prevails. In addition, as indicated in paragraph 3.6, activities and items described in the Technical Proposal and not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal: (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost; (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect (unless after the evaluation process and a variation of the amount in the Financial Proposal is approved by the Tenders Board). Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.5.7 In case of QCBS*,* the lowest evaluated Financial Proposal (FM) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sfx P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.5.8In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to paragraph 5.6 shall be considered, and the selected firm is invited for negotiations. |
| **6. Negotiations** | 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff except where the Consultant authorises (by way of a written authority) any person to attend and participate in, the negotiations and conclude the Contract, on behalf of the Consultant. Failure of the Consultant or its representative(s) to attend any negotiations may result in the Client proceeding to negotiate with the next-ranked Consultant.  |
| **Technical negotiations** | 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organisation and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| **Financial negotiations** | 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract. Despite any matter agreed at financial negotiations, any applicable tax or matter relating to the same may be confirmed at any time after the said negotiations but before finalisation and signing of the Contract. The financial negotiations will also reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| **Availability of professional staff or experts** | 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute requires the Client’s approval. If it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate to address the same criteria, is paid at the same rate as the original candidate, and submitted by the Consultant within the period of time specified in the letter of invitation to negotiate or at any other stage after negotiations but before finalisation and signing of the Contract. |
| **Conclusion of the negotiations** | 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. Despite this Clause 6.5, a draft Contract reviewed, initialled and agreed at negotiations shall not be final and as such, the terms and conditions of the Contract are subject to change and final only when the Parties agree to sign the Contract. If any other change is required to be made to the Contract after signing, such change is not binding unless a written variation is made to the Contract is made and agreed to by both Parties. |
| **7. Award of Contract** | 7.1 After completing negotiations the Client, upon approval of the Tenders Board or Cabinet, as applicable shall award the Contract to the selected Consultant, publish the awarding of the Contract to the Consultant on the Ministry of Finance website, and promptly notify all Consultants who have submitted proposals with regards status of their proposals. After Contract signing between the Client and the Consultant (who or that has been awarded the Contract), the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| **8. Confidentiality** | 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the awarding of the Contract is published on the Ministry of Finance website. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government’s antifraud and corruption policy. |

**Instructions to Consultants**

**Data Sheet**

|  |  |
| --- | --- |
| **Paragraph****Reference** |  |
| **1.1** | Name of the Client: Samoa International Finance Authority acting by and through the Chairman of the Board of Directors (“Client”).  |
|  | Method of selection: Quality Cost Based Selection (“ QCBS”)  |
| **1.2** | Financial Proposal Envelope to be submitted together with the Technical Proposal Envelope under one cover Envelope:*YES* Name of the assignment is: Consulting Services for the Design and Construction Supervision for the new Office building.  |
| **1.2** | The applicable form of contract is: Large assignment lump sum  |
| **1.3** | A pre-proposal conference will be held: NOT REQUIREDThe Client’s representative is: **Tootoooleaava Dr** **Fanaafi Aiono Le-Tagaloa** at the following address: Level 6, Development Bank of Samoa BuildingP O Box 3265 Apia, SamoaSwitchboard: (685) 66400/24071Facsimile: (685) 20880Emails: sifa@sifa.ws  |
| **1.4** | The Client will provide the following inputs and facilities: NOT APPLICABLE.  |
| **1.14** | Proposals must remain valid ninety [90] calendar days after the submission date |
| **2.1** | Clarifications may be requested no later than seven (7) days before the submission date.The address for Consultant to request clarifications is: Samoa International Finance AuthorityLevel 6, Development Bank of Samoa BuildingP O Box 3265 Apia, SamoaSwitchboard: (685) 66400/24071Facsimile: (685) 20880Emails: sifa@sifa.ws  |
| **3.1** | Proposals shall be submitted in the **English language.** |
| **3.3 (a)** | Shortlisted Consultants may/may not associate with other shortlisted Consultants. NOT APPLICABLE |
| **3.3 (b)** | The estimated number of professional staff-months required for the assignment is: NOT APPLICABLE |
| **3.3(e)** | See Data Sheet 3.1 |
| **3.4** | The format of the Technical Proposal to be submitted is: Full Technical Proposal in accordance with the Terms of Reference (“TOR”) and Scope of Services in Section 5.  |
| **3.4 (g)** | Training is a specific component of this assignment: NOT APPLICABLE |
| **3.7** | All Contract Amounts payable by the Client to the Consultant under the contract *must be* subject to **all** applicable local taxation, duty, fee or other levy as required by law: *YES*  |
| **3.8** | Consultant to state local cost in the national currency: *YES*  |
| **4.3** | Consultant must submit the original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal. |
| **4.4** | The Financial Proposal must be placed in one sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the RFP number and the name of the assignment, and a warning note stating: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”.The outer envelope (containing both the Technical and Financial Proposals) must not be opened before: Monday, 29 April 2019  |
| **4.5** | The Proposal submission address is: The SecretaryTenders BoardPrivate BagMinistry of FinanceLevel 4 – Central Bank BuildingApiaSamoaProposals must be submitted no later than the following date and time:11am, Monday, 29 April 2019  |
| **5.2** | **Qualifications and Experience:** * Consultant will be a technically qualified architect with more than ten (10) years of proven working experience either in an Architectural/ Engineering or Clerk of Works Firm.
* Specific design in the design and construction supervision of new buildings is a requirement.
* Sound knowledge of waste water and solid water management.

Criteria, sub criteria, and point system for the evaluation of the Technical Proposals are: Points(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference[[7]](#footnote-7): 30(ii) Key professional staff qualifications and competence for the assignment:a) Team Leader (Registered Architect or Engineer) 30 *points*b) Architectural engineer 10 *points*c) Structural engineer 10 *points*d) Electrical engineer 10 *points*e) Hydraulic and civil engineer 10 *points*] Total points for criterion (ii): 70The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:1) General qualifications 30*%*]2) Adequacy for the assignment 60*%*]3) Experience in region and language 10*%*] Total weight: **100%** Total points for the two criteria: 100The minimum technical score St required to pass is: 80points |
| **5.6** | The single currency for price conversions is: Samoan TalaThe source of official selling rates is: Central Bank of SamoaThe date of exchange rates is: Bid submission deadline.  |
| **5.7** | The formula for determining the financial scores is the following:Sf = 100 x FM / F, in which Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.The weights given to the Technical (T) and Financial (P) Proposals are:T *0.8*, andP = *0.2.* |
| **6.1** | Expected date and address for contract negotiations: To be confirmed by the Client |
| **7.2** | Expected date for commencement of, and location of, consulting servicesTo be confirmed by the Client after notification of award of contract.  |

 **Proposal Preparation Checklist (PPCL)**

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

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

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

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

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

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

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

**Abbreviations:**

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

**RFP PROCESS DEFINITION – *Consultants please note well***

|  |  |  |
| --- | --- | --- |
| *No* | ***RFP PROCESS FEATURE*** | *Applies YES or NO?* |
| *1a* | A FULL TECHNICAL PROPOSAL is required? | YES |
| *2a* | CONTRACT shall be TIME BASED? | NO? |
| *2b* | CONTRACT shall be LUMP SUM? | YES |

| **No** | **RFP Section** | **Paragraph Ref** | **Description** | **Submission Required?YES or NO?** | **Consultant to confirm inclusion in Tender:** |
| --- | --- | --- | --- | --- | --- |
| **TECHNICAL PROPOSAL** |
| 1 | 3 | - | **Technical Proposal Submission Form**: **TECH 1**Fully completed with options selected where indicated and signed by an authorised signatory in accordance with ITC/PDS 3.1(see below) | YES |  |
| *Note to Consultants: The Technical Proposal Submission Form (“Form”) must be accompanied by a signed declaration by the Client or its authorised representative declaring that all statements in the Form are TRUE. A false declaration is an offence and is punishable upon conviction under the laws of the Independent State of Samoa.*  |
| 2 | 3 |  | Documents required **to be attached** to the FORM TECH-1: as stipulated in the following | YES |  |
| *Note to Consultants: Only* ***original documents*** *or* ***certified true copies*** *of original documents must be attached.* |
| 2.1 | 2/PDS | 4.2 | Notarised Power of Attorney or Notarised Undertaking Authorising signatory for JV; all pages of TP and FP initialled by signatory. Signed TP and FP marked “Original” | YES |  |
| 2.2 | 2/PDS | 1.10(b) | Business licence or permit valid for at least next six months from the date which the proposals are submitted | YES |  |
| 2.3 | 2/PDS | 1.10(b) | Certificate of Incorporation or deed of partnership or Joint Venture (not applicable, if the bidder is a Sole Trader) | YES |  |
| 2.4 | 2/PDS | 1.10(b) | Evidence of payment of immediate past year Income tax | NES |  |
| 2.5 | 2/PDS | 1.10(b) | Two business references issued within past six months | YES |  |
| 2.6 | 2/PDS | 1.10(b) | Evidence of professional accreditation according individual consultant occupation | NO |  |

|  |  |
| --- | --- |
| **3** | **TECHNICAL PROPOSAL: FORMS TECH 2 to TECH 8.** *Refer to RFP “Section 2, Clause 3.4 Technical Proposal Format and Content” and “Section 3 Technical Proposal- Standard Forms”* |
| 3.1 | 2 | 3.4 | TECH Forms conform to **Full Technical Proposal requirements?** | YES  |  |
| 3.2 | 2 3 Forms | 3.4(a) | TECH-2 : **for FTP only** (not used for STP) – A. Consultant’s Organization (max 2 pages); B. Consultant’s Experience – up to 20 sheets max for consulting services similar to those requested this RFP | YES  |  |
| 3.3 | 2 3 Forms | 3.4(b) | TECH-3 : **for FTP only –** includes comments & workable suggestions for improving assignment quality/ effectiveness and contributions to be provided by Client | NO |  |
| **For STP**, comments & suggestions are included in TECH 4, Approach, Methodology & Work Plan | NO |  |
| 3.4 | 2 3 Forms | 3.4(c) | TECH-4: **for FTP**, provides technical proposal maximum fifty (50) pages including charts & diagrams, split into 3 sections: 1. Technical Approach & Methodology; 2.Work Plan (narrative); 3. Organisation & Staffing. Addresses all key aspects of Terms of Reference, including key personnel. Aligns with Form Tech 8 Work Plan | YES  |  |
| TECH-4: **for STP**, provides technical proposal maximum ten (10) pages description of approach, methodology & work plan, with brief comments on ToR and Client contributions | NO  |  |
| 3.5 | 2 3 Forms | 3.4(d) | TECH-5: tabulation of proposed professional staff and their expertise area, assigned position and assigned tasks | YES |  |
| 3.6 | 2 3 Forms | 3.4(f) | TECH-6: CVs of professional staff individually signed by themselves or authorised representative or proxy. All details entered. #11 Detailed Tasks assigned are relevant and appropriate | YES |  |
| 3.7 | 23 Forms | 3.4(e) | TECH-7: Staffing schedule/ manning chart showing person-month inputs, split between foreign/ local staff and office /field activities | NO |  |
| 3.8 | 23 Forms | 3.4(c) | Indicates all key activities and related progress milestones, in addition to report delivery & approval benchmarks. Aligns closely with TECH 4 | YES |  |
| **4** | **FINANCIAL PROPOSAL: FORMS FIN-1 to FIN-5** |
| 4.1 | 3 | 3.6 | FIN-1: Financial Proposal Submission Form | YES |  |
| 4.2 | 3 | 3.6 | FIN-2: Summary of Costs | YES |  |
| 4.3 | 3 | 3.6 | FIN-3: Breakdown of Costs by Activity | YES |  |
| 4.4 | 3 | 3.6 | FIN-4A: Breakdown of Remuneration Costs **(for Time Based Contracts only)** | NO |  |
| 4.5 | 3 | 3.6 | FIN-4B: Breakdown of Remuneration Costs **(for Lump Sum Contracts only)** | YES |  |
| 4.6 | 3 | 3.6 | FIN-5A: Breakdown of Reimbursable Expenses **(for Time Based Contracts only)** |  NO |  |
| 4.7 | 3 | 3.6 | FIN-5B: Breakdown of Reimbursable Expenses **(for Lump Sum Contracts only)** | YES |  |
| **5.PROPOSAL PACKAGING & DISPATCH**  |
| 5.1 | 2 - PDS | 3.4 | Verify that all items 2.1 to 2.6 are correct in terms of required content and responses , and notarized copies | YES |  |
| 5.2 | 3 - ITC | TPF | All TECH forms and schedules present, without alterations to original text and no substitute forms. All blank spaces filled with requested information | YES |  |
| 5.3 | 2 - ITC | 1.13 | Only one Proposal submitted? | YES |  |
| 5.4 | 2 - ITC | 4.3 | One original of Technical Proposal marked “ORIGINAL”, required number of copies as per PDS marked “COPY”, with one electronic copy to be submitted via a CD-ROM | YES |  |
| 5.5 | 2 - ITC | 4.1 | All amendments, erasures, or overwriting signed and initialled by authorised person signing tender | YES |  |
| 5.6 | 2 - ITC | 4.2 | Original and all copies typed in indelible ink and signed by authorised signatory. Typewritten authorisation attached with names and positions of signatories clearly printed below signatures | YES |  |
| 5.7 | 2 - ITC |  | All documents packaged up according to ITC 4.3 to 4.5, with Technical Proposals and Financial Proposal in separate sealed envelopes, clearly and correctly labelled for both Client and Consultant addresses | YES |  |
| 5.8 | 2 - ITC | 22.1 | Arrangements action to ensure Client’s receipt of Proposal before submission deadline | YES |  |
| I confirm that I have checked and have provided all the required documents of this Proposal.NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**Section 3: Technical Proposal - Standard Forms**

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

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

[Form TECH-1: Technical Proposal Submission Form 36](#_Toc172357882)

[Form TECH-4 Description of Approach, Methodology and Work Plan
for Performing the Assignment 38](#_Toc172357889)

[Form TECH-5: Team Composition and Task Assignments 39](#_Toc172357890)

[Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff 40](#_Toc172357891)

[FormTECH-7: Staffing Schedule 42](#_Toc172357892)

[FormTECH-8 Work Schedule 43](#_Toc172357893)

**Form TECH-1: Technical Proposal Submission Form**

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

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide without reservations the consulting services for [Provision of Design & Construction Supervision services for the new Office Building in accordance with your Request for Proposal (RFP) dated *Insert Date*], our Proposal (s) and the following attestations

We are hereby submitting our Proposal, which:

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We are submitting our Proposal in association only with: [*Insert a list with full name and address of each associated Consultant – if applicable*] and are not participating as a Consultant or Sub Consultant in this Request for Proposal Process

Our firm and all associated Consultants:

* satisfy the eligibility requirements of the Independent State of Samoa Tenders Board Guidelines for Procurement and Contracting: Consulting Services (CS), in accordance with ITC 1.11b
* are participating as a consultant in only one proposal in accordance with ITC 1.13, notwithstanding that sub-consultants including individual consultants may participate in more than one proposal
* have nationalities from eligible countries in accordance with ITC Paragraph 1.12
* do not have any conflict of interest in accordance with ITC 1.6
* have not been subject to insolvency and bankruptcy proceedings during the past twelve months
* have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in procurement, consultant selection and contracting processes

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

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification

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

 We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires 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-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****:*

1. *Technical Approach and Methodology,*
2. *Work Plan, and*
3. *Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*]

**Form TECH-5: Team Composition and Task Assignments**

|  |
| --- |
| **Professional Staff** |
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
|  |  |  |  |  |
|  |  |  |  |  |
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**Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff**

**1. Proposed Position** [*only one candidate shall be nominated for each position*]:

**2. Name of Firm** [*Insert name of firm proposing the staff*]:

**3. Name of Staff** [*Insert full name*]:

**4. Date of Birth**: **Nationality**:

**5. Education**[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

**6. Membership of Professional Associations**:

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

**8. Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

**10. Employment Record**[*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.*]:

From [*Year*]: To [*Year*]:

Employer:

Positions held:

|  |  |
| --- | --- |
| **11. Detailed Tasks Assigned**[*List all tasks to be performed under this assignment*] | **12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**[*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.*]Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:  |

**13. Certification:**

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

 Date:

*[Signature of staff member or authorised representative of the staff]* *Day/Month/Year*

Full name of authorized representative:

**FormTECH-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*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Local** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

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

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

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

 Full time input

 Part time input

**Form TECH-8 Work Schedule**

|  |  |  |
| --- | --- | --- |
| **N°** | **Activity**1 | **Months**2 |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

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

**Section 4. Financial Proposal - Standard Forms**

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

[Form FIN-1: Financial Proposal Submission Form 45](#_Toc172358981)

[Form FIN-2: Summary of Costs 46](#_Toc172358982)

[Form FIN-3: Breakdown of Costs by Activity 48](#_Toc172358983)

[Form FIN-4B: Breakdown of Remuneration(Lump-Sum) 49](#_Toc172358985)

**Form FIN-1: Financial Proposal Submission Form**

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*1]. This amount is inclusive of all applicable local taxes as required by law.

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

No commissions or gratuities have been or are to be paid by us to agents relating to this

Proposal and Contract Execution

 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.

**Form FIN-2: Summary of Costs**

|  |  |
| --- | --- |
| **Item** | **Costs** |
| [*Indicate Foreign Currency # 1*]1 | [*Indicate Foreign Currency # 2*]1 | [*Indicate Foreign Currency # 3*]1 | [*Indicate* *Local Currency inclusive of all local applicable taxes as required by law*] |
| Total Costs of Financial Proposal 2 |  |  |  |  |

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

**Form FIN-3: Breakdown of Costs by Activity1**

|  |  |
| --- | --- |
| **Group of Activities (Phase):**2   | **Description:**3   |
| **Cost component** | **Costs** |
| = | = | = | [*Indicate* *Local Currency inclusive of all local applicable taxes as required by law*] |
| Remuneration5 |  |  |  |  |
| = |  |  |  |  |
| 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 = 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 Client)

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

**Section 5. Terms of Reference**

**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.

1. **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:

1. Concept Design;
2. Design;
3. Drawings & Technical Specifications; and
4. 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;
1. **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

(iv) Supervision.

1. 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:

1. visual sketches (architectural concept design drawings);
2. floor plans;
3. 1 page narrative of the concept idea for the architectural design of the four (4) storey modern design office building;
4. elevations & sections, etc.; and
5. 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:

* 1. Establishment of a positive and amicable, but impartial, liaison with the construction Contractor;
	2. Daily site visits and overview of progress, with particular attention to ensuring Contractor’s adherence to the design and construction drawings and specifications;
	3. Review and comment upon the Contractor’s Works Program;
	4. Written records of all powers and duties exercised under this Contract;
	5. Provision to the Principal of copies of any certificates and material provided to the Contractor under this Contract;
	6. Keeping the Principal informed as soon as practicable of all significant developments in the Works or exercises of its powers as Project Supervisor;
	7. Ensuring the Contractor’s complete and timely compliance with the Works Program in relation to the Works;
	8. Random (but at least fortnightly), scrutiny of the Contractor’s daily records, material-testing results, batch records, setout survey records etc;
	9. Random sampling and testing of Contractor’s materials to ensure compliance with the Specifications;
	10. Advise the Principal or the Principal’s authorized representative of matters of concern;
	11. Prepare pre-forma supervision reports with support photos for the Principal;
	12. Review and make recommendations on any claims submitted by the Contractor for additional payments and extensions of time;
	13. Conduct formal Site Meetings with the Contractor and keep minutes of matters of concern;
	14. Guide the Contractor on critical elements of construction, including but not limited to:
		1. Interpretation of technical specifications;
		2. Matters relating to worksite safety and traffic management;
		3. Construction methodology;
		4. 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
		5. Confirm that Practical Completion has been reached, and advise the representative of the Principal accordingly.
		6. 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.

* + 1. **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.

1. To represent the Principal in relation to the Services to be provided under this Contract in the role of Project Designer & Supervisor;
2. To freely access the work sites and Contractor’s records, for the purposes of carrying out the Services;
3. 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;
4. To advise the Contractor directly, on matters of interpretation of the contract documents in relation to design and construction;
5. To recommend Change Orders (Variations) to the representative of the Principal;
6. To issue Site Instructions;
7. 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;
8. 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
9. To maintain and forward to the Principal or the Principal’s authorized representative, meeting Minutes/Notes in relation to the above items.
	* 1. **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.
	+ 1. **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.

1. **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.
1. **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’.
1. **Reporting / Deliverables**

 The consultant will be required to provide the following deliverables:

|  |  |  |
| --- | --- | --- |
| **Design** | **Pre- design tasks*** Geotechnical Engineer Engagement
* Brief Development
* Client Approval Brief
* Structural Review/Report

**Detail Design Phase** * Detail Design
* Preliminary Sub- Consultant inputs
* Structural/Civil Engineers
* Services Engineers
* Quantity Surveyor
* Submission
* Client Approval
* Design Freeze & Release
 | * Forty (40) days
 |
| **Drawings & Technical Specifications** | **Contract Documentation** * Architectural
* Structural /Civil Engineers
* Service Engineers
* Design Completion
* Environmental Consultant
* Quantity Surveyor
* Final Contract Documentation
* Client Approval
 | * Fifty (50) days
 |
| **Supervision** | **Tender Administration** * Tender Advertising Expression of Interest
* Client Approval Tenderers
* Tender Invitation
* Tender Period
* Pre-tender bid meeting
* Quantity Surveyor Tender
* Client Approval
* Construction Contract Signing

**Building Permit Process** * Submission

**Contract Administration** * Construction
* Pre-construction meeting
* Practical Completion Inspection
* Handover
 | * As provided by bidder under the time frame
 |
| **Defects Liability Period**  | **Post Contract Administration** * Liaise with the Principal and provide Contractor with advice and instructions on rectifying any defects during the Three Hundred Sixty Five Days period.
 | * Twelve (12) months as required by the Principal
 |

 NB: 1 week means 5 working days

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Deliverables**  | **Timeframe** | **Payment Milestone** |
| **Pre-design tasks** | 1 Set Adobe Acrobat \* pdf Documents* 1 x A4 Minute Brief
* 1 x A4 Structural Report
 | Ten (10) days | 5% |
| **Detail Design Phase)** | 1 Set Adobe Acrobat \*pdf Documents* 1 x A3 Proposed Site Plan
* 1 x A3 Proposed Building/ Structure Elevations renderings
* 1 xA4 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* 1 x A1 Construction Drawings
* 1 xA4 Technical Specification
* 1 x A4 General Conditions of Contract
* 1 x A4 Bills of Quantities
* 1 x A4Structural 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* 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* 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* 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**  | * 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** | * Provide Inspection report and advice to the Principal and Contractor
* Defects Liability Statement and Report
 | 12 months postPractical completion | 10% |

**Section 6. Standard Forms of Contract**

1. The reference to public body shall have the same meaning as defined under the *Public Finance Management Act 2001*; [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
3. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes donor staff and employees of other organizations taking or reviewing selection decisions. [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)
5. “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels. [↑](#footnote-ref-5)
6. “Party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-6)
7. Consideration may also be given to the number of pages submitted as compared to the number recommended under paragraph 3.4 (c) (ii) of these Instructions. [↑](#footnote-ref-7)