



**Government of the Independent State
of Samoa**

BIDDING DOCUMENT

Issued on

12th August 2020

for

PROCUREMENT OF

**CONSULTANCY SERVICE FOR GEOTECHNICAL
SURVEY AND GEOTECHNICAL REPORT OF SIFA
LAND AT APIA (LOTS 1 & 4 PLAN 11508) OLD
GOVERNMENT COURT HOUSE**

RFP No:

SIFA/2020/001

by Request for Proposals Method

Procuring entity

Samoa International Finance Authority

MARKET PARTICIPANTS

International: **NO**

Local: **YES**



REQUEST FOR PROPOSALS

Ref No SIFA/2020/001

12 August 2020

Dear Mr/Mrs,

CONSULTANCY SERVICE FOR A GEOTECHNICAL SURVEY AND PROVIDE A GEOTECHNICAL REPORT OF THE SIFA LAND AT APIA (LOTS 1 & 4 PLAN 11508) OLD GOVERNMENT COURT HOUSE

1. The Government of Samoa through the Samoa International Finance Authority (“Principal”) has available *funds* toward the cost of engaging a qualified local Engineer to conduct Consulting Services for a Geotechnical Survey and Geotechnical Report of the SIFA Land on land described as Lots 1 & 4 on Plan 11508 (“the SIFA Land”). The Principal intends to apply a portion of the funds to payments under the contract for which this Request for Proposal is issued.
2. The Principal now invites Technical and Financial Proposals for the delivery of the services required in the *Terms of Reference* contained in Section 2. Only proposals from eligible consultants as defined in paragraph 2 of *Section 1, Instructions to Consultants* will be considered.
3. Proposal must be submitted by 11am on Monday 31 August 2020.
4. The procuring entity shall award the contract to the consultant whose proposal has been determined to be the lowest evaluated proposal in accordance with the evaluation criteria at paragraph 4 of *Section 1, Instructions to Consultants*.
5. No proposal securing declaration or guarantee is required.
6. Please confirm whether or not you will submit a proposal by email/fax to:

Samoa International Finance Authority
Telephone: (685) 66400
Facsimile: (685) 20880
Emails: sifa@sifa.ws --- quoting the above reference.

Section 1 Instructions to Consultants

1. Eligibility of the Consultant

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

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

- The consultant may not sub-contract the whole of the services.
- consultants may not associate with other consultants on the shortlist.

2. Fraud and Corruption

All participants in the selection process as well as consultants and their sub-consultants must observe the highest standard of ethics during the selection and execution of contracts. For the purposes this section, the procuring entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights.

The procuring entity will:

(i) reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(ii) cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the procuring entity or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the procuring entity to address such practices when they occur;

(iii) sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and

(iv) have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring consultants to submit audited financial statements and the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.

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

(a) be liable for conviction under the provisions of the laws of the Independent State of Samoa relating to corrupt activities in Samoa;

(b) have their bid rejected if it is determined that the consultant is not in compliance with the laws of the Independent State of Samoa relating to corrupt activities in Samoa;

(c) risk other sanctions in accordance with the Procurement Suspensions and Debarments Procedure.

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

3. Documents comprising the Proposal

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

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

4. Proposal and evaluation criteria

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

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

This RFP will be evaluated in accordance with **Least Cost method of selection**.

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

Criteria	Points
Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference	40
a) Overall technical completeness of the proposal	10
b) Quality and appropriateness of the technical approach and methodology	20
c) Innovative approach to the assignment	10
Key professional staff qualifications and competence for the assignment	60
Consultant will be a technically qualified engineer that is registered with IPES with more than ten (10) years of proven working experience as a qualified Geotechnical or either in a Civil /Structural Engineering: <ul style="list-style-type: none"> • Must possess a valid business licence to operate in Samoa as a consultant: and • a sound knowledge of wastewater and solid water management 	
Total points for the two criteria	100

The minimum technical score St required to pass is: Eighty (80) points.

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

Least Cost Selection (LCS) evaluation: the procuring entity will select the proposal among those that passed the minimum technical score.

The procuring entity shall award the contract to the consultant with the lowest price in accordance with the method of selection.

5. Proposal Prices

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

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

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

6. Validity of Proposal

Your proposal should be valid for a period of Sixty (60) days from the deadline for submission.

7. Language of the Proposal

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

8. Signing of the Proposal

The original and copy of the proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the consultant.

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

9. Submission of Proposal

All proposals must be submitted prior to the submission deadline in writing.

Written Submissions: The Technical and Financial Proposals must be placed in separate envelopes and clearly marked with the RFP Number and “Technical Proposal” or “Financial Proposal”. The envelopes containing the Technical and Financial Proposals shall be placed together in one envelope (“outer envelope”) and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and a note clearly marked stating: “Do Not Open, Except In Presence Of The Official Appointed, Before 11 am, Monday 31 August 2020.

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

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

**Attention: The Secretary
Tenders Board
Private Bag
Ministry of Finance
Level 4 – Central Bank Building
Apia
Samoa**

- (c) bear the specific RFP Number; and
- (d) bear a warning not to open before the time and date for deadline for opening.

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

10. Deadline of submissions

The deadline for receipt of your proposal by the procuring entity is no later than 11am on 31 August 2020.

There shall be public opening of proposals. The Financial Proposals will not be opened until the technical evaluation has been completed.

11. Late Proposals

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

12. Confidentiality

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

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

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

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

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

14. Notification of Award and Signing of contract:

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

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

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

15. Clarifications or further information

Any request for clarification or further information must be received 7 days before the proposal deadline. All request must be in writing to:

Samoa International Finance Authority
Level 6, Development Bank of Samoa Building
P O Box 3265 Apia, Samoa
Switchboard: (685) 66400/24071
Facsimile: (685) 20880
Emails: sifa@sifa.ws

16. Right to complain

The consultant has a right to complain in accordance with the Procurement Complaints Review Procedure (Treasury Instructions Part K9).

A potential or actual consultant in procurement proceedings who claims to have suffered, or to be likely to suffer harm due to a breach of a duty imposed on a procuring entity by or under the Instructions, may complain to a procuring entity.

Such complaint must be made in writing -

- (a) within 10 days of when the consultant submitting it became aware of the circumstances giving rise to the complaint or when the consultant should have become aware of those circumstances, whichever is earlier; or
- (b) in any event within 5 days of the date of notification of the proposed award of the contract.

The consultant should submit its complaint in accordance with the procedures to the address specified at Clause 9.

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

Section 2 Terms of Reference

Terms of Reference and Scope of Services –Consultancy Services for a Geo Technical Survey and provide a Geo Technical Report of the SIFA Land at Apia (Lots 1 &4 on PLAN 11508)

1. Introduction / Background

The Principal intends to engage the services of a qualified Geotechnical or Civil and/or Structural Engineer who must have at least ten (10) years or more of proven Engineering working experience to conduct a Geotechnical Survey and provide a Geotechnical Report of the SIFA Land at Apia on land described as Lots 1 & 4 on Plan 11508.

2. Objectives

The primary objective of this consultancy is to engage the professional services of a qualified Geotechnical or local Civil and/or Structural Engineer to conduct a Geotechnical survey and provide a Geotechnical Report of the SIFA Land with the ultimate objective that the Principal obtains high quality, well-constructed, long lasting and sustainable buildings for their intended purposes.

3. Scope of Services

The general scope of work for the project includes but is not limited to:

- 3.1. (a) identify the likelihood of adverse conditions or DISASTERS occurring (e.g. almost certain, possible, rare), and evaluate the risk associated with each:
 - (b) indicate the severity of the consequences associated with each DISASTER including, but not limited to:
 - (i) pathogens (e.g. viruses)
 - (ii) inorganic chemicals (e.g. major ions, metals)
 - (iii) salinity and sodicity
 - (iv) nutrients (e.g. nitrogen, phosphorus, organic carbon)
 - (v) organic chemicals (e.g. pesticides and hydrocarbons)
 - (vi) turbidity and particulates (e.g. suspended solids)
 - (vii) radionuclides (e.g. alpha radiation)
 - (c) identify the impact of proposed BUILDING, FACILITY, SITE SERVICING and SITEWORK on the quantity of GROUNDWATER and the height of the WATER TABLE:
 - (d) identify levels of action needed, including:
 - (i) no action
 - (ii) site investigation with monitoring
 - (iii) GROUNDWATER protection measures during and after construction
 - (iv) remedial action plan to reduce impacts of construction
 - (v) prohibition / clean up
 - (vi) required maintenance and monitoring
- 3.2. Good drilling, bore installation, monitoring and decommissioning practices for bore holes must be in conformity with National Bore Construction Standards (Minimum Construction Requirements for Water Bores in Australia, NUDLC 2012, as amended) and acceptable to the Government of Samoa.

- 3.3. Where a building or facility is on a perched or high-water table, water proofing must be installed, and if this is deemed to be inadequate protection, an alternative location must be found. Onsite wastewater management must be suitably designed to mitigate harmful effects on the environment because of a high-water table.
- 3.4. Provide a comprehensive Geotechnical Report (“the Report”), signed and sealed by the registered IPE professional engineer to reflect the findings and investigations undertaken above.

4. Duration

The consultancy service is expected to commence on **1 October 2020** and completed on **4 December 2020**. The expected duration for the completion of work shall be nine (9) weeks.

5. Qualifications and Experience

- Consultant will be a technically qualified Geotechnical or Civil and/or Structural Engineer that is registered with IPES with at least 10 (ten) years or more of proven working experience:
- Must possess a valid business licence to operate in Samoa as a consultant: and
- Sound knowledge of waste water and solid waste management.

6. Reporting / Deliverables

The Consultant must provide the following deliverables:

Activity	Timeframe after effectiveness	Payment Milestone
Initial Payment after Contract signing- for mobilization	Five (5) days	15%
Site Investigation- Drilling & Sampling, and Laboratory Testing	Twenty-Five (25) days	25%
To provide a Geotechnical analysis, recommendation & reporting of the SIFA Land	Sixty (60) days	60%

Section 3 Letter of Proposal

Date: _

Ref No.: SIFA/2020/001

To:

The Secretary
Tenders Board
Private Bag
Ministry of Finance
Level 4 – Central Bank Building
Apia
Samoa

I, the undersigned, declare that:

- (a) I have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultants (**ITC**);
- (b) I offer to supply, in conformity with the Request for Proposals, the following services: _____
_____;
- (c) The total price of our proposal, excluding any discounts offered in item (d) below, but including all applicable taxes is: __

[amount of Samoan Tala in words], [SAT\$ amount in figures], ;

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our proposal shall be valid for a period of _____ days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) I, including any subconsultants or consultants for any part of the contract, do not have any conflict of interest in accordance with **ITC 1**;
- (g) My firm, its affiliates or subsidiaries (including any subconsultants or consultants for any part of the contract), are not been declared ineligible procuring entity in accordance with **ITC 2** ;
- (h) I hereby agree that in competing for (and, if the award is made to us, in executing) the contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in Samoa;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the proposal process or execution of the contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

[If none has been paid or is to be paid, indicate "none."]

- (j) I understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(k) I understand that you are not bound to accept the lowest responsive Proposal or any other Proposal that you may receive. I understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if

(i) the consultant presenting the proposal is suspended or debarred;

(ii) the procurement is cancelled;

(iii) the consultant presenting the successful Proposal is excluded on the grounds of corruption, unfair competition or conflict of interest; or

(iv) the procurement, the Proposal or the consultant contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

Name _ In the capacity of _____

Signed _____

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

Dated on _____ day of _____

Technical Response

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

Work Plan



N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	<i>[e.g., Deliverable #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to procuring entity]</i>													
D-2	<i>[e.g., Deliverable #2:.....]</i>													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the procuring entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Team composition, assignment, and key experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field N/A	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
K-2														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
N-2														
										Subtotal				
										Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as per the TOR.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the procuring entity's country or any other country outside the expert's country of residence.

 Full time input
 Part time input

Curriculum Vitae (CV)

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	12. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED
<p>[LIST ALL TASKS TO BE PERFORMED UNDER THIS ASSIGNMENT]</p>	<p>[AMONG THE ASSIGNMENTS IN WHICH THE STAFF HAVE BEEN INVOLVED, INDICATE THE FOLLOWING INFORMATION FOR THOSE ASSIGNMENTS THAT BEST ILLUSTRATE STAFF CAPABILITY TO HANDLE THE TASKS LISTED UNDER POINT 11.]</p> <p>NAME OF ASSIGNMENT OR PROJECT: __</p> <p>YEAR: .</p> <p>LOCATION: ____</p> <p>CLIENT: _____</p> <p>MAIN PROJECT FEATURES: ____</p> <p>POSITIONS HELD: _____</p> <p>ACTIVITIES PERFORMED: _____</p>

13. CERTIFICATION:

I, THE UNDERSIGNED, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS CV CORRECTLY DESCRIBES ME, MY QUALIFICATIONS, AND MY EXPERIENCE. I UNDERSTAND THAT ANY WILFUL MISSTATEMENT DESCRIBED IN THE CV MAY LEAD TO MY DISQUALIFICATION OR DISMISSAL, IF ENGAGED. I CERTIFY THAT I HAVE BEEN INFORMED BY THE FIRM THAT IT IS INCLUDING MY CV IN THE PROPOSAL FOR THE [NAME OF PROJECT AND CONTRACT]. I CONFIRM THAT I WILL BE AVAILABLE TO CARRY OUT THE ASSIGNMENT FOR WHICH MY CV HAS BEEN SUBMITTED IN ACCORDANCE WITH THE IMPLEMENTATION ARRANGEMENTS AND SCHEDULE SET OUT IN THE PROPOSAL.

OR

[IF CV IS SIGNED BY THE FIRM'S AUTHORIZED REPRESENTATIVE AND THE WRITTEN AGREEMENT ATTACHED]

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

_____ DATE: _____

*[SIGNATURE OF STAFF MEMBER OR AUTHORISED REPRESENTATIVE OF THE STAFF]
DAY/MONTH/YEAR*

FULL NAME OF AUTHORIZED REPRESENTATIVE: _____

Form FIN-2: Summary of Costs

Item	Cost JMD
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursable	
<u>Total Cost of the Financial Proposal:</u> <i>[Should match the amount in the Letter of Proposal]</i>	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) <i>[insert type of tax e.g., VAT or sales tax]</i>	
(ii) <i>[e.g., income tax on non-resident experts]</i>	
(iii) <i>[insert type of tax]</i>	
<u>Total Estimate for Indirect Local Tax:</u> _____	

Form FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the consultant for possible additional services requested by the procuring entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____					
No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	<i>Cost STA</i>
_____	Key Experts _____				
K-1			[Home]		
				Total Costs	

Form FIN-4 Breakdown of Reimbursable Expenses*

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the consultant for possible additional services requested by the procuring entity. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses _____					
N o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Cost JMD
	<i>[e.g., Per diem</i>	[Day]			
	<i>[e.g., International flights]</i>	[Ticket]			
	<i>[e.g., In/out airport transportation]</i>	[Trip]			
	<i>[e.g., Communication costs between Insert place and Insert place]</i>				
	<i>[e.g., reproduction of</i>				
	<i>[e.g., Office rent]</i>				
				
	<i>[Training of the procuring entity's personnel – if required in TOR]</i>				
Total Costs					

**Section 4 Form of Contract Agreement
CONTRACT FOR CONSULTING SERVICES**

Between

**THE SAMOA INTERNATIONAL FINANCE AUTHORITY
(*“the Principal”*)**

And

**xxx
(*“the Consultant”*)**

(date) 2020

THIS CONTRACT ("Contract") is entered into this day of2020

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

AND xxx, a limited liability company, having its principal office located at ("the Consultant").

(collectively referred to as "the Parties")

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 Principal the reports in the form and within the time periods specified in Annex D, "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 Principal shall pay the Consultant an amount not to exceed *xxx 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:

- Fifteen (15) percent of the Contract Price upon submission and acceptance demonstrating mobilization of Drill Equipment and Personnel
- Twenty-Five (25) percent of the Contract Price upon submission and acceptance of the Site Investigation-Drilling & Sampling, and Laboratory Report
- Balance of the Contract Price upon submission and acceptance of the Geotechnical analysis, recommendation & reporting of the SIFA Land

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 Principal.

Payments shall be made to Consultant's bank account:

Account Name:

Account No:

Bank:

Address:

4. Project Administration

A. Coordinator/ Delegate

The Principal designates **Tuifaasisina Sieni Voorwinden, CHIEF EXECUTIVE OFFICER**, 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 Principal 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 D, "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 Clause3

- 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 Principal considers unsatisfactory.
- 6. Inspections and Auditing** 6.1 The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Principal and/or persons or auditors appointed by the Principal 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 Principal's business or operations without the prior written consent of the Principal.
- 8. Ownership of Material** 8.1 Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Principal under the Contract shall belong to and remain the property of the Principal. 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 Principal all studies reports or other material, graphic, software or otherwise prepared by the Consultant for the Principal, and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the Principal. Any future use of any document, material or software requires prior approval of the Principal.
- 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 Principal 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 Principal may reasonably require to resolve or otherwise deal with the conflict.

9.4 If the Consultant does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required under Clause 9, the Principal 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**.

10.2 The Consultant must ensure the Insurance Cost and Performance Bond shall not form part of the Bill of Quantities (BOQ) for construction. The respective costs are the sole responsibility of the contractor and not the Principal.

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 Principal'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 Principal

13.3 The Principal 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 Principal may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Principal 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 Principal, in its sole discretion and for any reason whatsoever, decides to terminate this Contract or reduce its scope for convenience. The Principal may provide reasons for termination or reduction of scope of services, to the Consultant.

13.4 Where the Principal 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 Principal, in case of the occurrence of any of the events specified in sub-clauses (a) and (b) of this Clause:

- (a) If the Principal 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 Principal 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 Principal 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 Principal 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 Principal's Material referred to under Clause 8 and Principal's 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 Principal 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 Principal'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 Principal 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 Employment, Partnership and Agency**
- 15.1 The relationship of the Consultant to the Principal is that of independent contractor and nothing contained herein shall be construed as creating any other relationship. The Consultant agrees not to represent himself, and to use his best endeavours to ensure that his officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Principal, or as otherwise able to bind or represent the Principal.
- 15.2 The Consultant is not by virtue of this Contract an officer, employee, partner or agent of the Principal, nor does the Consultant have any power or authority to bind or represent the Principal.
- 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 Principal. 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 Principal.
- 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 Principal'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 Principal's SIFA Building Committee, Board of Directors and the CEO.
- 19. Security and access**
- 19.1 The Consultant shall, when using the Principal'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 Principal.

- 19.2 The Consultant shall give the Delegate, and any other persons authorized in writing by the Principal, 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 Principal, 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 Principal.
- 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 Principal– marked for the attention of the Delegate at the following address:
- xxx**
- (b) if given by the Principal to the Consultant – signed by the Delegate and marked with the address below:
- Samoa International Finance Authority**
Level 6, DBS Building
Apia
Samoa
- 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 be 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 Principal 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 Principal caused by the Consultant;
 - (c) loss or expense incurred by the Principal 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 Principal under Clause 23.1 will be reduced proportionately to the extent that any negligent act or omission of the Principal 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 Principal 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 it's 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 Principal-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 Principal 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 Principal to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Principal.

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 **TAIMALIE ERNEST BETHAM**)
Chairman of the SIFA Board for and on)
behalf of the **SAMOA INTERNATIONAL**)
FINANCE AUTHORITY)
("the Principal")

In the presence of:

.....
(Witness Name & Signature)

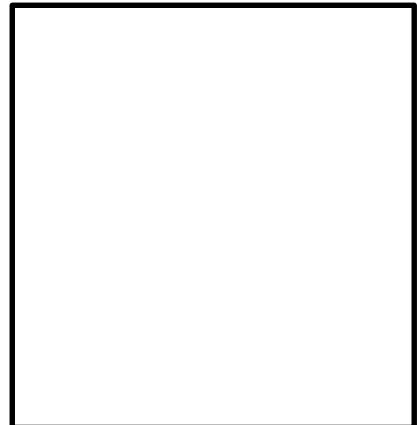
.....
(Witness Designation)

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: Breakdown of Costs by Activity

Annex C: Consultant's Personnel and corresponding unit rates

Annex D: Consultant's Reporting Obligations

ANNEX A

Terms of Reference and Scope of Services –Consultancy Services for a Geo Technical Survey and provide a Geo Technical Report of the SIFA Land at Apia (Lots 1 &4 on PLAN 11508)

1. Introduction / Background

The Principal intends to engage the services of a qualified Geotechnical or Civil and/or Structural Engineer who must have at least ten (10) years or more of proven Engineering working experience to conduct a Geotechnical Survey and provide a Geotechnical Report of the SIFA Land at Apia on land described as Lots 1 & 4 on Plan 11508.

2. Objectives

The primary objective of this consultancy is to engage the professional services of a qualified Geotechnical or local Civil and/or Structural Engineer to conduct a Geotechnical survey and provide a Geotechnical Report of the SIFA Land with the ultimate objective that the Principal obtains high quality, well-constructed, long lasting and sustainable buildings for their intended purposes.

3. Scope of Services

The general scope of work for the project includes but is not limited to:

- 3.1. (a) identify the likelihood of adverse conditions or DISASTERS occurring (e.g. almost certain, possible, rare), and evaluate the risk associated with each:
 - (b) indicate the severity of the consequences associated with each DISASTER including, but not limited to:
 - (i) pathogens (e.g. viruses)
 - (ii) inorganic chemicals (e.g. major ions, metals)
 - (iii) salinity and sodicity
 - (iv) nutrients (e.g. nitrogen, phosphorus, organic carbon)
 - (v) organic chemicals (e.g. pesticides and hydrocarbons)
 - (vi) turbidity and particulates (e.g. suspended solids)
 - (vii) radionuclides (e.g. alpha radiation)
 - (c) identify the impact of proposed BUILDING, FACILITY, SITE SERVICING and SITEWORK on the quantity of GROUNDWATER and the height of the WATER TABLE:
 - (d) identify levels of action needed, including:
 - (i) no action
 - (ii) site investigation with monitoring
 - (iii) GROUNDWATER protection measures during and after construction
 - (iv) remedial action plan to reduce impacts of construction
 - (v) prohibition / clean up
 - (vi) required maintenance and monitoring
- 3.2. Good drilling, bore installation, monitoring and decommissioning practices for bore holes must be in conformity with National Bore Construction Standards (Minimum Construction Requirements for Water Bores in Australia, NUDLC 2012, as amended) and acceptable to the Government of Samoa.
- 3.3. Where a building or facility is on a perched or high-water table, water proofing must be installed, and if this is deemed to be inadequate protection, an alternative location must be found. Onsite wastewater management must be suitably designed to mitigate harmful effects on the environment because of a high-water table.

3.4. Provide a comprehensive Geotechnical Report (“the Report”), signed and sealed by the registered IPE professional engineer to reflect the findings and investigations undertaken above.

4. Duration

The consultancy service is expected to commence on the 1 October 2020 and be completed on 4 December 2020. The expected duration for the completion of work shall be nine (9) weeks.

5. Qualifications and Experience

- Consultant will be a technically qualified Geotechnical or Civil and/or Structural Engineer that is registered with IPES with at least 10 (ten) years or more of proven working experience:
- Must possess a valid business licence to operate in Samoa as a consultant: and
- Sound knowledge of waste water and solid waste management.

6. Reporting / Deliverables

The Consultant must provide the following deliverables:

Activity	Timeframe after effectiveness	Payment Milestone
Initial Payment after Contract signing- for mobilization	Five (5) days	15%
Site Investigation- Drilling & Sampling, and Laboratory Testing	Twenty-Five (25) days	25%
To provide a Geotechnical analysis, recommendation & reporting of the SIFA Land	Sixty (60) days	60%

ANNEX B

BREAKDOWN OF COSTS BY ACTIVITY

Activity	Costs
Initial Payment after Contract signing- for mobilization	
Site Investigation- Drilling & Sampling, and Laboratory Testing	
To provide a Geotechnical analysis, recommendation & reporting of the SIFA Land	

ANNEX C

CONSULTANT'S PERSONNEL AND CORRESPONDING UNIT RATES

Name	Position	Staff-month Rate (SAT)
Individual Consultant		
	Geotechnical Engineer	[Home]
		[Field]

ANNEX D

CONSULTANT'S REPORTING OBLIGATIONS

Activity	Timeframe
Initial Payment after Contract signing- for mobilization	Day 5
Site Investigation- Drilling & Sampling, and Laboratory Testing	Day 25
To provide a Geotechnical analysis, recommendation & reporting of the SIFA Land	Day 60