



**Government of the Independent
State of Samoa**

STANDARD REQUEST FOR PROPOSAL

Issued on 13th August 2019

for

SELECTION OF

*Consultancy Firm for the Design, Documentation and
Supervision of Maota Fono Site Works and Podium
Reconstruction at Mulinu'u*

CONSULTING SERVICES RFP No: 01-2019

MARKET PARTICIPANTS

International: *NO*

Local: *YES*

Funded by: *Government of Australia and Government of the Independent State of Samoa*

Client: *Office of the Clerk of the Legislative Assembly*

Contact Entity: *Office of the Clerk of the Legislative Assembly*

CONTENTS

Section 1. Letter of Invitation.....	3
Section 2. (a) Instructions to Consultants	4
(b) Data Sheet.....	27
Section 3. Technical Proposal - Standard Forms.....	37
Section 4. Financial Proposal - Standard Forms.....	50
Section 5. Terms of Reference and Design Brief.....	55
Section 6. Standard Forms of Contract	56

SEPARATE FILE ATTACHMENTS

Annex 1: Terms of Reference and Design Brief

Annex 2: Design Brief Appendices

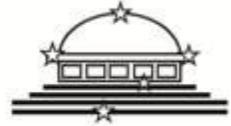
Annex 3: Consulting Services Lump Sum - Small Contracts

Section 1: Letter of Invitation



OFFICE OF THE CLERK OF THE LEGISLATIVE ASSEMBLY

PO Box 1866 Apia Samoa - T: (685) 21811 F: (685) 21817 E: ocla@palemene.ws W: www.palemene.ws



13th August 2019

Dear Consultant,

1. The Independent Government of Samoa, acting by and through the Office of the Clerk of the Legislative Assembly (“Client”), has available *donor funds* toward the cost of Moata Fono Site Works and Podium Reconstruction. The Client intends to apply a portion of the funds to payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services: Consultancy for the Design, Documentation and Supervision of the Moata Fono Site Works and Podium Reconstruction at Mulinuu. More details on the services are provided in the Terms of Reference.
3. A firm will be selected under the Quality and Cost Based Selection Method and procedures described in this Request For Proposal (“RfP”), in accordance with Treasury Instructions Part K Section 6 Government Procurement & Contracting June 2016 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.
5. Please inform the Client in writing, before the closing date of submission, at the following address: *Office of the Clerk of the Legislative Assembly*, upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in association with other firms.

Yours sincerely,

(Tiatia Lima Graeme Tualaulelei)

Clerk of the Legislative Assembly

Office of the Clerk of the Legislative Assembly

Section 2: Instructions to Consultants

Definitions	5
1. Introduction	6
Fraud and Corruption.....	9
Eligibility	12
Eligibility of Sub-Consultants.....	13
Origin of Goods and Consulting Services	13
Only one Proposal	13
Proposal Validity	13
2. Clarification and Amendment of RFP Documents	14
3. Preparation of Proposals.....	14
Technical Proposal Format and Content.....	15
Financial Proposals.....	18
Taxes.....	18
4. Language... ..	18
5. Submission, Receipt, and Opening of Proposals.....	19
6. Proposal Evaluation.....	20
Evaluation of Technical Proposals.....	20
Financial Proposals for QBS.....	20
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS).....	21
7. Negotiations	22
Technical negotiations	23
Financial negotiations	23
Availability of Professional staff/experts	23
Conclusion of the negotiations	24
8. Award of Contract	24
9. Confidentiality	24

Instructions to Consultants

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 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 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 in accordance with the method of selection **specified in the Data Sheet**.
- 1.2 The 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 as **outlined in the Data Sheet**.

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 Tenders Board Guidelines 2014 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 body¹ (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 Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all 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 For the purposes of this section, the Client:

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

¹ The reference to public body shall have the same meaning as defined under the *Public Finance Management Act 2001*;

² In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

(i) “corrupt practice³” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice⁴” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practices⁵” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practices⁶” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” means:

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

³ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Government/donor staff and employees of other organizations taking or reviewing selection decisions.

⁴ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁵ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

⁶ “Party” refers to a participant in the selection process or contract execution.

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause (e) below;

- (b) 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;
- (c) 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;
- (d) 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
- (e) 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 ITC 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) 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 Consultant intends to associate with Consultants who have not been 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 listed in ITC 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 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 ITC 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 ITC 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 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 so with other Individual Consultants. A Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with other Individual Consultant(s). 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 Client **specified in the Data Sheet**, the proposal 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.

**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). ITC 3.4 (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 ITC 3.4(b)(i), should be incorporated into the description of the approach and methodology (refer to following ITC 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 ten (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 to finalisation and signing of the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three (3) 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. Language**
- 4.1 Documents to be issued by the Consultants as part of this assignment must be in the language(s) **specified in the Data Sheet**.

5. Submission, Receipt, and Opening of Proposals

- 5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see ITC 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.
- 5.2 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 duly authorised to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 5.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The original Technical Proposal shall be sent to the addresses referred to in ITC 5.5 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.
- 5.4 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** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". 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 a 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 ITC 5.4, 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.

5.5 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 ITC 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

5.6 The Client shall open the Technical Proposal immediately after the submission deadline. The envelope with the Financial Proposal shall remain sealed and securely stored.

6. Proposal Evaluation

6.1 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

6.2 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

6.3 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 ITC 6 of these Instructions.

**Public Opening
and Evaluation
of Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 6.4 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.
- 6.5 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.
- 6.6 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 ITC 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.**

6.7 In case of QCBS, the lowest evaluated Financial Proposal (FM) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as **indicated in the Data Sheet.** Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) **indicated in the Data Sheet:** $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6.8 In 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 ITC 6.6 shall be considered, and the selected firm is invited for negotiations.

7. Negotiations

7.1 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** 7.2 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** 7.3 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** 7.4 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

7.5 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 ITC 7.5, 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.

8. Award of Contract

8.1 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.

8.2 The Consultant is expected to commence the assignment on the date and at the location **specified in the Data Sheet**.

9. Confidentiality

9.1 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	<p>Name of the Client: Office of the Clerk of the Legislative Assembly</p>
	<p>Method of selection: Quality and Cost Based Selection Method</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: YES</p> <p>Name of the assignment is: Consultancy for Design, Documentation and Supervision of Maota Fono Site Works and Podium Reconstruction at Mulinuu</p>
1.2	<p>The applicable form of contract is: Small assignment lump sum</p>
1.3	<p>A pre-proposal conference will be held: YES</p> <p>The Client's representative is: Elsa Fruean, Facilities Manager Address: Office of the Clerk of the Legislative Assembly, Mulinuu, Apia Telephone: (+685) 21811 E-mail: elsa.fruean@palemene.ws</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> (a) Site Survey Drawing; (b) Existing Geo-Technical Reports; and (c) As-Built Services Drawings (where available).
1.14	<p>Proposals must remain valid for: Ninety (90) days after the submission deadline date.</p>
2.1	<p>Clarifications may be requested no later than: seven (7) days <u>before</u> the submission deadline date.</p>

	<p>The address for Consultant to request clarifications is:</p> <p><u>ATTENTION:</u> Elsa Fruean, Facilities Manager</p> <p style="text-align: center;">Office of the Clerk of the Legislative Assembly, Mulinuu, Apia</p> <p>Telephone: (+685) 21811</p>
3.1	Proposals shall be submitted in the: English language
3.3(a)	NOT APPLICABLE
3.3 (b)	The estimated number of professional staff-months required for the assignment is: Thirty Three (33). However, bidders are to determine and allow for their own estimated number of professional staff months required to execute the assignment.
3.3 (c)	NOT APPLICABLE
3.4	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP: YES STP: NO</p>
3.4 (g)	Training is a specific component of this assignment: NO
3.6	NOT APPLICABLE
3.7	Amounts payable by the Client to the Consultant under the contract are 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
4.1	The language of the Tender is: English
5.3	Consultant must submit the original of the Technical Proposal and: two (2) copies of the Technical Proposal, and the original of the Financial Proposal.

<p>5.4</p>	<p>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.”.</p> <p>The outer envelope (containing both the Technical and Financial Proposals) must not be opened before:</p> <p>Time: 11.00am Samoa time Date: Monday 23rd September 2019</p>																												
<p>5.5</p>	<p>The Proposal submission address is: The Secretary Tenders Board of Samoa Private Bag Ministry of Finance Level 4 - Central Bank of Samoa Building Apia SAMOA</p> <p>Proposals must be submitted no later than the following date and time: 11.00am Samoa time on Monday 23rd September 2019.</p>																												
<p>6.2</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 100px;">Total points for criterion (i):</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 100px;">Total points for criterion (ii):</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">b) Architect</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="padding-left: 20px;">c) Structural / Civil Engineer</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="padding-left: 20px;">d) Services Engineer</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="padding-left: 20px;">e) Quantity Surveyor</td> <td style="text-align: right;">8</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	10	Total points for criterion (i):	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	10	b) Work plan	10	c) Organization and staffing	10	Total points for criterion (ii):	30	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	10	b) Architect	8	c) Structural / Civil Engineer	8	d) Services Engineer	8	e) Quantity Surveyor	8
	<u>Points</u>																												
(i) Specific experience of the Consultants relevant to the assignment:	10																												
Total points for criterion (i):	10																												
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																													
a) Technical approach and methodology	10																												
b) Work plan	10																												
c) Organization and staffing	10																												
Total points for criterion (ii):	30																												
(iii) Key professional staff qualifications and competence for the assignment:																													
a) Team Leader	10																												
b) Architect	8																												
c) Structural / Civil Engineer	8																												
d) Services Engineer	8																												
e) Quantity Surveyor	8																												

	<p>f) Clerk of Works 8</p> <p style="text-align: right;">Total points for criterion (iii): 50</p> <p>The 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:</p> <p>1) General qualifications 30</p> <p>2) Adequacy for the assignment 20</p> <p>3) Experience in region and language 50</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program: Not Applicable</p> <p>a) Relevance of training program 0</p> <p>b) Training approach and methodology 0</p> <p>c) Qualifications of experts and trainers 0</p> <p style="text-align: right;">Total points for criterion (iv): 0</p> <p>(v) Participation by nationals among proposed key staff 10 (not to exceed 10 points)</p> <p style="text-align: right;">Total points for criterion (v): 10</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: Seventy (70) points.</p>
6.6	<p>The single currency for price conversions is: SAMOAN TALA (SAT)</p> <p>The source of official selling rates is: Central Bank of Samoa</p> <p>The date of exchange rates is: Proposal submission deadline date.</p>
6.7	<p>The formula for determining the financial scores is the following:</p> $Sf = 100 \times FM / F$ <p>in which:</p> <p>Sf - is the financial score;</p> <p>FM - is the lowest price; and</p> <p>F – is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70%, and</p> <p>P = 30%.</p>

7.1	Expected date and address for contract negotiations: To be confirmed by the Client.
8.2	Expected date for commencement of, and location of, consulting services: To 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*

<i>No</i>	<i>RFP PROCESS FEATURE</i>	<i>Applies YES or NO?</i>
<i>1a</i>	A FULL TECHNICAL PROPOSAL is required?	YES
<i>1b</i>	A SIMPLIFIED TECHNICAL PROPOSAL is required?	NO
<i>2a</i>	CONTRACT shall be TIME BASED?	NO
<i>2b</i>	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	
<i>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.</i>					
2	3		Documents required to be attached to the FORM TECH-1: as stipulated in the following	YES	
<i>Note to Consultants: Only original documents or certified true copies of original documents must be attached.</i>					
2.1	2/PDS	5.2	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 (6) 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 Consultant is a Sole Trader)	YES	
2.4		1.10(b)	Evidence of payment of immediate past year Income tax	YES	
2.5	2/PDS	1.10(b)	Two business references issued within past six (6) months	YES	

No	RFP Section	Paragraph Ref	Description	Submission Required? YES or NO?	Consultant to confirm inclusion in Tender:
2.6	2/PDS	1.10(b)	Evidence of professional accreditation according individual consultant occupation	YES	

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	
3.1	2 3 Forms	3.4	TECH Forms conform to Simplified Technical Proposal requirements?	NO	
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 twenty (20) sheets max for consulting services similar to those requested in 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	YES	
			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	2 3 Forms	3.4(e)	TECH-7: Staffing schedule/ manning chart showing person-month inputs, split between foreign/ local staff and office /field activities	YES	
3.8	2 3 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)	NO	
5.PROPOSAL PACKAGING & DISPATCH					

5.1	2 - PDS	3.4	Verify that all items 3.1 to 3.6 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	5.3	One original of Technical Proposal marked "ORIGINAL", required number of copies as per TDS marked "COPY", with one electronic copy to be submitted via a CD-ROM	YES	
5.5	2 - ITC	5.2	All amendments, erasures, or overwriting signed and initialled by authorised person signing tender	YES	
5.6	2 - ITC	5.2	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 5.3 to 5.5, 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	5.5	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

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	38
Form TECH-2: Consultant’s Organization and Experience.....	40
A - Consultant’s Organization	40
B - Consultant’s Experience	41
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	42
A - On the Terms of Reference	42
B - On Counterpart Staff and Facilities	43
Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	44
Form TECH-5: Team Composition and Task Assignments	45
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	46
Form TECH-7: Staffing Schedule	48
Form TECH-8 Work Schedule	49

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 the Design, Documentation and Supervision of the Moata Fono Site Works and Podium Reconstruction at Mulinu'u in accordance with your Request for Proposal (RFP) No. 01-2019 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 procedure.

Our Proposal shall be valid for a period of ninety (90) 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 ITC 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]*⁷ 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 1.11(b)
- 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

⁷ *[Delete in case no association is foreseen.]*

- have nationalities from eligible countries in accordance with ITC 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 ITC 8.2 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:

Form TECH-2: Consultant's Organisation and Experience

A - Consultant's Organisation

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

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment].

Assignment name:	Approx. value of the contract (in any currency):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to ITC 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) and the Proposal must be divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

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

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-6: Curriculum Vitae (CV) for Proposed Professional Staff

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

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

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

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

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

6. **Membership of Professional Associations:** _____

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

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

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

13. Certification:

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

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

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Subtotal					
Local																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g. : draftsmen, clerical staff, etc.).
 - 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
 - 3 Field work means work carried out at a place other than the Consultant's home office.
- Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under ITC 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.

TABLE OF FORMS

Form FIN-1: Financial Proposal Submission Form	51
Form FIN-2: Summary of Costs	52
Form FIN-3: Breakdown of Costs by Activity	53
Form FIN-4B: Breakdown of Remuneration (Lump-Sum)	54

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for **Design, Documentation and Supervision of Maota Fono Site Works and Podium Reconstruction at Mulinu'u** in accordance with your Request for Proposal dated **insert date** and our Technical Proposal. Our attached Financial Proposal is for the sum of **[Insert amount(s) in words and figures¹]**. This amount is exclusive of the local taxes, which shall be identified by the Client and relevant local authorities during negotiations or at any time prior finalisation and signing of a Contract, and shall be added to the above amount.

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorised Signature **[In full and initials]:** _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

Item	Costs			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the 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			
	<i>[Indicate Foreign Currency # 1]</i> ⁴	<i>[Indicate Foreign Currency # 2]</i> ⁴	<i>[Indicate Foreign Currency # 3]</i> ⁴	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4B: Breakdown of Remuneration¹ (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

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

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

**Section 5. Annexes 1 & 2 Terms of Reference and Design Brief
[please see Attached]**

Section 6. Annex 3 – Contract

[please see Attached]