



**Government of the Independent
State of Samoa**

BIDDING DOCUMENTS

Issued on

14th September 2020

for

PROCUREMENT OF

*Technical Assistant to draft Samoa National Report on
Convention for the Rights of People Living with Disability*

RFP No:

RFP - 009

by Request for Proposals Method

Procuring entity : *Ministry of Women, Community and Social Development*

JULY 2020

Telephone: [685] 27752/ 27754
Fax: [685] 22539/ 23639
Private Bag
APIA, SAMOA



GOVERNMENT OF SAMOA

Our Ref:
Your Ref:

*Please address all correspondence to:
The Chief Executive Officer*

MINISTRY OF WOMEN, COMMUNITY & SOCIAL DEVELOPMENT

REQUEST FOR PROPOSALS

Ref No.009

To: **[Insert name of invited consultant and address]**

Date:

Dear Madam/Sir

Subject: **Technical Assistance to Draft the Samoa National Report on Convention for the Rights of People with Disability**

1. The Government of the Independent State of Samoa acting by and through the Ministry of Women Community and Social Development (“procuring entity”) utilising donor funds invites you to submit your priced proposal for the delivery of the following services: *Samoa National Report on Convention for the Rights of People with Disability (“CRPD”)* as per the attached Terms of Reference at Section 2.
2. Only proposals from eligible consultants as defined in ITC 2 of Section 1- Instructions to Consultants will be considered.
3. Proposal must be submitted by 11:00am hours on <TBC>.
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 ITC 4 of Section I – 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 to: skonelio@mwcsd.gov.ws quoting the above reference.

Yours faithfully,

(Afamasaga Faauga Mulitalo)
CHIEF EXECUTIVE OFFICER

Attachment:

Section 1 - Instructions to consultants

Section 2 - Terms of Reference

Section 3 - Form of Proposal

Section 4 - Form of Contract Agreement

Section 1 - Instructions to consultants (“ITC”)

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 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 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

- Business Licence
- Insurance Policy

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 **Quality and Cost Based Selection** method.

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

	<u>Points</u>
(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference:	
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
<u>Total points for criterion (i)</u>	<u>40</u>
(ii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	60
<u>Total points for criterion (ii):</u>	<u>60</u>

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:

1) General qualifications	30%
- Post Graduate Qualifications in Public Policy, Human Rights, Economics or related fields.	
- Sound knowledge of relevant Samoan legal framework	
- Sound knowledge of national, regional and international policy frameworks on social inclusion, inclusive governance and community development	
- Superior Strategic, analytical and writing skills	
2) Adequacy for the assignment	60%
- Demonstrated experience in developing policies and action plans in the social-economic development sector, direct experience in disability inclusive policies and plans is an advantage.	
- Demonstrate experience in human rights and disability related issues	
- High level cross cultural adaptability and communication skills in both English and Samoan	
3) Experience in region and language	
- Experience in working in the Samoa local context	
Total weight:	100%
<u>Total points for the two criteria:</u>	<u>100</u>

The minimum technical score St required to pass is: **Seventy (70) points**

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

QCBS evaluation: 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 using the following formula:

$Sf = 100 \times FM / F$, in which Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.

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 consultant achieving the highest combined technical and financial score will be awarded the contract.

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 **ninety (90)** 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 in writing.

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 **11:00am Monday (Date TBC)**".

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: Tenders Board Secretariat
Address: Ministry of Finance
Level 4, Central Bank of Samoa Building
City: 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 **[insert time]** hours on **[insert date – maximum of 7 days from date of this invitation]**.

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 unopened.

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, 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 **three (3) days** before the proposal deadline. All request must be in writing to the **Fitiao Susan Faoagali, Assistant Chief Executive Officer Research/Policy** or the address provided at ITC 9.

16. Right to complain

The consultant has a right to complain in accordance with the Procurement Complaints Review Procedure (Treasury Instructions K.9).

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 ITC 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

Ministry of Women, Community and Social Development

TECHNICAL ASSISTANCE TO DRAFT SAMOA NATIONAL REPORT ON Convention for the Rights of People Living with Disability (CRPD) TERMS OF REFERENCE

Location: Apia, Samoa.

Inputs: 40 working days (2 months).

Reports to: Assistant Chief Executive Officer, Division for Research, Policy, Planning & Information Processing.

Works with: The Division for Research, Policy, Planning & Information Processing and Division for Social Development, and Sector Division.

THE PURPOSE OF THE CONSULTANCY IS TO:

1. Carry out a Desk review and collection of information on the sections of the CRPD
2. Prepare and write the first National Report for CRPD.
3. Develop an Action Plan for the next 5 years in relation to our obligations in CRPD.

1. BACKGROUND INFORMATION

Disability in the development agenda

The principle of 'leaving no one behind' underpins the Sustainable Development Goals (SDGs). This also implies reaching the furthest and most disadvantaged, first. In many parts of the world, persons with disabilities (PWDs) are among the poorest, most vulnerable and marginalized members of the society and therefore are most at risk of being left behind. They often lack consistent access to health care, education, employment and economic opportunities that is equal to those without disabilities. They are, as a result, more likely to suffer social exclusion, economic vulnerability and hardship. The situation of PWDs has been on the radar of Pacific governments for some time. This includes:

- Pacific leaders in 2016 endorsed the 2016–2025 Pacific Framework for the Rights of Persons with Disabilities (PFRPD), which was developed to support Pacific governments in promoting and protecting the rights of persons with disabilities. At the 47th Pacific Islands Forum Leaders Meeting, the leaders reiterated that disability remains an issue of significance for the region. Goal 2 of the PFRPD focuses on mainstreaming the rights of PWDs in development

strategies, national and local policies and community services while Goal 3 promotes leadership and enabling environment for rights based disability inclusive developments.

- Member States of the United Nations Economic and Social Commission for Asia and the Pacific (UNESCAP) declared 2013–2022 as the “Asian and Pacific Decade of Persons with Disabilities” and adopted the Incheon strategy to ‘Make the Right Real’ for PWDs in Asia and the Pacific. The strategy specifies goal and indicators to promote and monitor the inclusion and participation of PWDs in national and regional programs.
- The Fourth Regional Conference of Heads of Planning and Heads of Statistics hosted by the Pacific Community (SPC) in 2013 endorsed a proposal to reanalyse existing census and survey datasets to obtain richer information on disability, such as on ‘equalization of opportunities’, and to include disability as a theme in the SPC’s online National Minimum Development Indicator Database.

Disability in Samoa

Although Samoa, become a signatory to the CRPD in September 2014 and ratified in December 2016, several initiatives were already put in place. The Nuanua-O-Le-Alofa (NOLA) disability advocacy organisation was formed in 2001, by PWDs to advocate for their rights and equal opportunities. In 2008, Cabinet endorsed the formation of the National Disability Task Force to oversee the work on PWDs and development of the National Policy for Persons with Disabilities 2011-2016. As part of the process of ratification, Samoa conducted a CRPD legislative compliance review and completed a CRPD costed implementation plan in 2015. Further, a mid-term review report was produced from the initial policy. The Government has developed the National Disability Policy and other disability inclusive policies including the Inclusive Education Policy, Gender and Disability Disaster Policy and reviewed the National Building Code to include specific provisions for PWDs.

Samoa has also taken some important steps towards establishing an enabling environment and services for PWDs. These include the setting up of the Mobility Services Unit (NHS), conducting a comprehensive legislative review to bring about compliance with the CRPD and the development of a CRPD costed implementation plan in 2015. Further in 2016, the Government developed the 2nd National Disability Policy, Gender and Disability Disaster Policy and reviewed the National Building Code to include provision for PWDs.

National plans such as the Strategy for Development Samoa (SDS) and the Community Development Sector Plan 2016-2021 (CDSP) mainstream disability and continue to demonstrate the Government’s commitment towards ensuring PWDs are not left behind. The Government aims to progressively promote disability mainstreaming across all 14 sectors. The MWCSO as the leading agency of the CDSP is also the government focal point for services to ensure the protection and promotion of the rights of PWDs, and of gender equality. The CDSP strives to ensure that people in Samoa are ‘empowered to lead their own inclusive development for a quality of life for all’. It is also critical that MWCSO and key stakeholders help decision makers and influencers understand that PWDs become productive when they are involved, included and engaged in development. The CDSP aims to assist in small business development, improve safety

and cohesion in communities, and mainstream disability and gender issues through the joint commitment of its partners.

The Samoa Disability Program (SDP) is an eight year partnership between the Government of Samoa and Government of Australia from 2013 with a budget of AUD\$4m. Through this program, the Australia commits resources, mechanisms, networks and technical expertise towards Samoa's disability inclusive development efforts, with a focus on strengthening government mechanisms and DPOs, improving access and accessibility to services and facilities and capacity development. The SDP is housed within the Community Sector Coordination Division of MWCSO and is one of the funding mechanisms for the CDSP. The SDP was reviewed in 2017.

2. PURPOSE OF THE ASSIGNMENT

The Ministry of Women, Community and Social Development (MWCSO) is seeking a qualified and experienced Consultant. He / She will document requirements, perform research, review existing documents, and prepare data analysis strategically to carry out consultancy. The Consultant will work closely with counterparts within the MWCSO.

3. THIS CONSULTANCY

3.1. Scope of Services

In completing the above tasks, the consultants are expected to draw on the findings and recommendations of relevant frameworks and lessons learnt, existing disability inclusive developments and will also receive a comprehensive briefing from MWCSO.

1. To collect, compile and analyse information on the relevant sections of the CRPD through a desk review.
2. To collect, compile and analyse information on the relevant sections of the CRPD through wide consultations.
3. To draft the National Report on CRPD working closely with the Research, Planning and Policy Division.
4. To draft an action plan for the next 5 years using all the information collected related to the national legal, policy and regulatory framework related to people living with disability in terms of alignment to international standards.

3.2. Overall objective

The overall objective of this consultancy is to complete the National CRPD report following the .

3.3. METHODOLOGY

In completing the above tasks, the consultants are expected to determine the appropriate methodology to meet the purpose / objective of the assignment. Recommendations must be based on sound quantitative (and qualitative) evidence and presented in a balanced and transparent way.

3.4. KEY DELIVERABLES

The Consultant/Consultancy Firm shall provide the following reports/deliverables to the Principal:

- Methodology and work plan
- Consultation report

- Draft National CRPD report
- Final National CRPD report

4. QUALIFICATIONS/SELECTION CRITERIA

Essential –

- (a) Demonstrated experience in developing policies and action plans in the social-economic development sector, direct experience in disability inclusive policies and plans is an advantage
- (b) Post-graduate qualifications in Public policy, Human Rights, Economics or related fields.
- (c) Demonstrated experience in human rights and disability related issues
- (d) High level cross cultural adaptability and communication skills in both English and Samoan.
- (e) Superior strategic, analytical and writing skills
- (f) Experience in working in the Samoan local context

Desirable -

- (g) Knowledge of national, regional and international policy frameworks on persons with disabilities and disability inclusive development.
- (h) Knowledge of relevant Samoan legal framework.

5. Duration & Reporting

The assignment is anticipated to commence in March 2020 and completed by May 2020. The Consultant/Consultancy firm will work under the leadership and guidance of the Assistant Chief Executive Officer of the Policy, Research & Planning Division and in close collaboration with the other relevant divisions.

6. Tasks & Timeframes

The duration of this consultancy is forty (40) working days with indicative consultancy days specified in the table below:

Activity	Timeframe	Outcomes and Due Dates
<p>Activity 1: Report Preparation/ Literature</p> <ul style="list-style-type: none"> Review and analyze existing policies, research, processes regional and international agreements, community sector plan to assist with the development of the national Report. Develop the Methodology and work plan for the drafting and finalisation of the National Report. 	10 days	<p>Methodology and work Plan.</p> <p>By -</p>
<p>Activity 2: • Consultations with stakeholders and partners</p> <ul style="list-style-type: none"> In consultation with MWCS D , conduct national consultations with MWCS D staff, relevant government ministries and NGO's Focus group discussions with relevant community members in Upolu and Savaii. 	10 days	<p>Consultation report</p> <p>By -</p>
<p>Activity 3: Writing National Report and Action Plan</p> <ul style="list-style-type: none"> Utilize the findings from consultations to Draft National Report for CRPD Present the draft national Report and action plan framework to the Ministry and stakeholders 	15 days	<p>Draft National Report on CRPD.</p> <p>By -</p>

<p>Activity 4: Reporting</p> <ul style="list-style-type: none"> • Produce report summarizing and analyzing the data collated during literary review and consultations • Presentation to MWCSO Executive Management endorsement of the final products. 	<p>5 days</p>	<p>Final National Report on CRPD</p> <p>By -</p>
<p>Total Consultancy</p>	<p>40 days</p>	

Section 3 - Letter of Proposal

Date: __

Ref No.: _____

To: [Ministry of Women, Community and Social Development](#)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultants (**ITC**);
- (b) We 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) We, including any subconsultants or consultants for any part of the contract, do not have any conflict of interest in accordance with **ITC 1**;
- (g) Our 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) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we 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) We 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) We understand that you are not bound to accept the lowest responsive Proposal or any other Proposal that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if:
 - (i) the consultant presenting the proposal is suspended or debarred;
 - (ii) the procurement is cancelled;
 - (iii) the consultant presenting the successful Proposal is excluded on the grounds of corruption, unfair competition or conflict of interest; or
 - (iv) the procurement, the Proposal or the consultant contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

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	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
n														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
										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: _

<p>11. DETAILED TASKS ASSIGNED</p> <p>[LIST ALL TASKS TO BE PERFORMED UNDER THIS ASSIGNMENT]</p>	<p>12. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED</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>
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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>	
<i>(ii) [e.g., income tax on non-resident experts]</i>	
<i>(iii) [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 JMD</i>	
_____	Key Experts					
K-1			[Home]			
			[Field]			
K-2						
_____	Non-Key Experts					
N-1			[Home]			
			[Field]			
	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°	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

Lump Sum Form of Contract as specified in ITC 4