**Section VI. Annex I – Standard Forms of Contract**

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**Government of the Independent State of Samoa**

**CONTRACT FOR CONSULTANCY SERVICES**

BETWEEN

**MINISTRY OF JUSTICE AND COURTS ADMINISTRATION**

(“the Client”)

AND

**<INSERT CONSULTATNT’S NAME>**

(“the Consultant”)

**<INSERT MONTH> 2020**

**THIS CONTRACT** (“Contract”) is entered into this ...........day of ...........................**2020**.

**BETWEEN:**  **THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **<INSERT AUTHORITY>, MINISTRY OF JUSTICE AND COURTS ADMINISTRATION,** having its place of business at the Ministry of Justice and Courts Administration, Court House, Mulinu’u, Apia, Samoa(“*the Client*”);

**AND: <INSERT>**, having its place of business at <i**nsert**>, (“*the Consultant*”).

*(together referred to as “the* ***Parties****”)*

**WHEREAS:**

1. The Client has requested the Consultant perform certain consulting services as defined in this Contract and specified in **Annex A**, *“Terms of Reference and Scope of Services”* *(“the Services”)*, and in accordance with the time periods specified in ***Annex C*** of this Contract; and
2. The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to perform the Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE THE PARTIES** hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | 1.1 The Consultant shall perform the services specified in **Annex A**, “*Terms of Reference and Scope of Services*,” which is made an integral part of this Contract.  1.2 The Consultant shall provide the personnel listed in **Annex B**, *“Consultant’s Personnel”*, to perform the Services.  1.3 The Consultant shall submit to the Client the reports in the form and within the time periods specified in **Annex C**, “*Consultant's Reporting Obligations*”. |
| **2. Term** | 2.1 The Consultant shall perform the Services during the period commencing [***insert date***] (*“Commencement Date”)* and continuing through ***[insert date]*** *(“Completion Date”)* or any other period as may be subsequently agreed by the Parties in writing. |
| **3. Payment** | 3.1 Ceiling   |  |  |  | | --- | --- | --- | | **Milestone** | **Outcomes and Due Dates** | **Payments Conditions** | | Deliverable 1: Inception Report | <insert date> (2 weeks) | 30% of Contract Price | | Deliverable 2: Site visit, consultation and actual architectural design and compound layout | <insert date> (4 weeks) | 50% of the Contract Price | | Deliverable 3: Final Report and exit briefing | <insert date> (2 weeks) | 20% of the Contract Price |   For Services rendered pursuant to **Annex A**, the Client shall pay the Consultant an amount not to exceed a ceiling price of **INSERT AMOUNT IN WORDS (<insert amount in figures>)** *inclusive of VAGST and subject to withholding tax*, during the Term of the Contract specified in Clause 2**.**This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. Despite that, any applicable tax not included in the ceiling price, shall be payable by the Consultant where required by the laws of the Independent State of Samoa (and confirmed by the Ministry of Customs and Revenue).  3.2 Schedule of Payments  The Schedule of Payments is specified below:  3.3 Payment Conditions  Payment shall be made in **Samoan Tala (SAT$)** not later than **thirty (30) days** following submission of invoices in duplicate to the Coordinator/Delegate designated in Clause 4.  An invoice is correctly rendered if:   1. the amount claimed and specified in the invoice is due for payment and is correctly calculated in accordance with the Contract; 2. it correctly identifies the Services provided and for which payment is claimed; and 3. it is correctly addressed to the Client.   Payments shall be made to the Consultant’s bank account:  **Account Name:**  **Account No:**  **Bank Name:**  **Bank Address:** |
| **4. Project Administration** | 4.1 Coordinator / Delegate  The Client designates the **Chief Executive Officer, Ministry of Justice and Courts Administration** as the Client’s *Coordinator/ Delegate*. The Coordinator/ Delegate shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment. The Coordinator/ Delegate has the responsibility for the general liaison with the Consultant and may issue written notifications under the Contract.  4.2 Reports  The reports listed in Annex C “Consultant’s Reporting Obligations” shall be submitted in the course of the assignment, and shall constitute the basis for the payments to be made under clause 3. |
| **5. Performance Standards** | 5.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. |
| **6. Inspections and Auditing** | 6.1 The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation a determination of ineligibility) in accordance with prevailing Client’s sanctions procedures. |
| **7. Confidentiality** | 7.1 The Consultant shall not, during the term of this Contract and after termination or expiration of the Contract disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client. |
| **8. Ownership of Material** | 8.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.  8.2 Upon the expiration or termination of this Contract, the Consultant will deliver to the Client all studies, report or other material, graphic, software or otherwise prepared by the Consultant for the Client, and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the Client. Any future use of any documents or software prepared or used by the Consultant under this Contract requires prior written approval of the Client.  8.3 The clause 8 shall survive termination or expiration of the Contract. |
| **9. Consultant Not to be Engaged in Certain Activities** | 9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.  9.2 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of commencement of the Services that no conflict with the interests of the Client exists or is likely to arise in the performance of the Services.  9.3 If, during the performance of the Services, a conflict of interest arises, or appears likely to arise, the Consultant agrees to:   1. notify the Client immediately in writing; 2. make full disclosure of all relevant information relating to the conflict or apparent or likely conflict; and 3. take such steps as the Client may reasonably require to resolve or otherwise deal with the conflict.   9.4 If the Consultant does not notify the Client or is unable or unwilling to resolve or deal with the conflict as required under Clause 9, the Client may terminate this Contract in accordance with Clause 9 or clause 13. |
| **10. Insurance** | 10.1 The Consultant will be responsible for taking out any appropriate insurance coverage at the expense of the Consultant. The Consultant agrees for as long as any obligations remain in connection with this Contract, to maintain in effect the required insurances for all the Consultant’s obligations under this Contract, including those which survive the expiration or termination of the Contract. The insurance policy must be in place by the date of *Contract signing or/* *Commencement Date of the Contract*. |

|  |  |  |  |
| --- | --- | --- | --- |
| **11. Law Governing Contract and Language** | 11.1 The Contract shall be governed by the laws of the Independent State of Samoa, and the language of the Contract shall be in ***English***. | | |
| **12. Dispute Resolution** | 12.1 Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/mediation in accordance with the laws of the Client’s country.  12.2 The procedure shall be as follows:  (a) the Party claiming that there is a dispute will send to other Party notice setting out the nature of the dispute;  (b) within seven (7) working days each Party may nominate a representative, preferably not having any prior involvement in the dispute; | | | |
|  | (c) the representatives of the Parties will meet within fourteen (14) working days of receipt of the notice and try to settle the dispute by direct negotiation between them;  (d) failing settlement within fourteen (14) working days, either Party may refer the dispute to:  (i) each Parties’ respective heads or nominees; or  (ii) an independent third person as agreed by both parties to intervene and direct some form of resolution, in which case the Parties shall be bound by that resolution.  (e) failing a resolution within three (3) working days after the fourteen (14) working days in clause 12.2 (d), either Party may commence legal proceedings or, if agreed to by the Parties to the arbitration of a single arbitrator under the ***Arbitration Act 1976*** of Samoa*.* | | |
| **13. Termination** | 12.3 Where a matter becomes a dispute in accordance with clause 12, either Party may, within forty-eight (48) hours’ notice to the other Party, suspend the performance of the Services until such time as the dispute is resolved.  12.4 Clause 12 does not apply to either Party commencing legal proceedings for urgent interlocutory relief.  Termination by the Client  13.1 The Client may terminate this Contract with at least ten (10) working days’ prior written notice to the Consultant after the occurrence of any of the events specified in sub-clauses (a) through (e) of this clause 13.1:  (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Client’s sanctions procedures) in competing for or in performing the Contract; and/or;  (d) If the Client, in its sole discretion and for any reason whatsoever other than the reasons decides to terminate this Contract or reduce its scope for convenience. The Client may provide reasons for termination or reduction in the scope of services, to the Consultant. Where the Client terminates this Contract or reduces its scope for convince, the Consultant upon receiving notice, must cease or reduce performance of the Services according to the tenure of the notice and forthwith do everything sensible to mitigate losses. In such case, the Consultant shall only be entitled to receive payment as full compensation for all services performed prior to the date of termination. | | |
|  | Termination by the Consultant  13.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in sub-clause (a) and (b) of this Clause 13.2:   1. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute, within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue; and/or 2. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) calendar days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. | | |
|  | Termination by default  13.3 Where a party fails to satisfy any of its obligations under this Contract, other than those referred to in clauses 13.1 and 13.2 above, the other party may give notice requiring that the failure be remedied within a period of ten (10) working days and if not remedied within that time, may terminate this Contract immediately.  Effect of Termination | | |
|  | 13.4 Upon receipt of a notice of termination from the Client the Consultant agrees to:   1. stop the Services as specified in the notice; 2. take all available steps to minimise loss resulting from that termination and to protect the Client’s Material referred to under clause 8 and Client property; and 3. continue to work on any part of the Services not affected by the notice.   13.5 Where there has been a termination under clause 13, the Client will be liable only for:   1. payments and assistance for services rendered before the effective date of termination; and 2. reasonable costs incurred by the Consultant and directly attributable to the termination; and   13.6 Where there has been a reduction in the scope of the Services, the Client’s ability to meet costs or provide facilities and assistance under the Contract (unless there is notice in writing to the contrary), shall abate in accordance with the reduction in the Services. | | |
|  | 13.7 The Client will not be liable to pay compensation under clause 13.5(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the contract ceiling price set out in clause 3.1 of the Contract.  13.8 The Consultant will not be entitled to compensation for loss of prospective profits. | | |
| **14. Force**  **Majeure** | 14.1 "Force Majeure” refers to any event, including, but not limited to, wars, strikes, epidemics, civil disturbances, natural disasters or inclement weather, that is unforeseeable and beyond the reasonable control of either Party, the occurrence and effect of which is unavoidable and insurmountable.  14.2 Should a Party, due to the occurrence of Force Majeure, fail to perform this Contract in full or in part, such Party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder.  15.3 Should a Party fail to perform on time its duties under this Contract and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.  14.4 Should a party be unable to perform this Contract as a result of Force Majeure, it shall inform the other Party, as soon and as quickly as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for the non-performance, so as to minimize any losses incurred by the other Party as a consequence thereof.  14.5 The Party affected by Force Majeure may suspend the performance of its obligations under this Contract until any disruption resulting from the Force Majeure has been resolved. However, such Party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible its adverse effects, as well as any resulting losses.  14.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than fifteen (15) days or an aggregate period of more than thirty (30) days on account of one (1) or more events of Force Majeure during the term of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving notice to the other. | | |
| **15. Negation of**  **Employment,**  **Partnership and**  **Agency** | 15.1 The relationship of the Consultant to the Client is that of independent contractor and nothing contained herein shall be construed as creating any other relationship. The Consultant agrees not to represent themselves, and to use their best endeavours to ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Client, or as otherwise able to bind or represent the Client.  15.2 The Consultant is not by virtue of this Contract an officer, employee, partner or agent of the Client, nor does the Consultant have any power or authority to bind or represent the Client. | | |
| **16. Waiver**  **17. Assignment and Novation**  **18. Skills Transfer**  **19. Security and Access** | 16.1 If a Party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.    16.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.    16.3 In clause 16, ‘rights’ means rights or remedies provided by this Contract or at law.  17.1 The Consultant cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior written approval from the Client. Any attempted assignment without such approval shall be null and void.    17.2 The Consultant agrees not to consult with any other person for the purposes of entering into an arrangement that would or could require novation of the Contract without first consulting with and obtaining the written approval of the Client.  17.3 The Consultant further agrees not to recruit or attempt to recruit staff and/or employees from amongst the Client’s personnel.  17.4 This Contract shall inure to the benefit of and be binding on the respective successors, representatives and assigns of the Consultant.  18.1 The Consultant shall use its best endeavours to impart skills and to instruct the Client’s employees with whom the Consultant has contact in the performance of the Services, with a view to increasing and consolidating the skills base within the Client’s ***Corporate Services (and/or Savaii Office)***.  19.1 The Consultant shall, when using the Client's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the Consultant by the Client.  19.2 The Consultant shall give the *Coordinator/Delegate*, and any other persons authorised in writing by the Client, reasonable access to premises occupied by the Consultant where the Consultancy Services are being undertaken and will permit them to inspect any Contract Material or other Material related to the Services.  19.3 The *Coordinator/Delegate* and any other person authorized by the Client, when at the Consultant's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities as notified by the Consultant to the Client. | | |
| **20. Notices** | 20.1 Any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:   1. if given by the Consultant to the Client – marked for the attention of the Coordinator/Delegate at the following address:   *[insert]*  (b) if given by the Client to the Consultant – signed by the Coordinator/Delegate and marked with the following address:  *[insert]*  23.2 Any notice, request or other communication is to be delivered by hand or transmitted electronically, with confirming copy by hand or pre-paid post.  23.3 A notice, request or other communication shall deemed to be received:   (a) if delivered by hand, upon delivery;  (b) if sent by post, upon the expiration of two (2) working days after the date on which it was sent; and  (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient | | |
| **21. Variation** | 21.1 No variation of this Contract is binding unless it is agreed in writing and signed between the Parties. | | |
| **22. Counterparts** | 22.1 The Parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party.  22.2 This clause 22 shall not apply if counterpart signing is not required. | | |
| **23. Indemnity** | 23.1 The Consultant agrees to indemnify the Client from and against any:  (a) liability incurred by the Consultant in the performance of the Services;  (b) loss of or damage to property of the Client caused by the Consultant, its officers, employees, agents or sub-consultants or any other expense;  (c) loss or expense incurred by the Client in dealing with any claim against the Consultant including legal costs and expenses resulting from any act or omission by the Consultant, his/her officers, employees, agents or subcontractors in connection with this Contract;  (d) any breach by the Consultant of their obligations under this Contract, including any loss or damage attributable to any such breach; and/or  (e) any use or disclosure by the Consultant, their officers, employees, agents or subcontractors of Confidential Information held by them or controlled by them in connection with this Contract. | | |
|  | 23.2 The Consultant’s liability to indemnify the Client under clause 23.1 will be reduced proportionately to the extent that any negligent act or omission of the Client contributed to the relevant liability, loss or damage. | | |
|  | 23.3 The obligations under clause 23 shall survive the expiration or termination of this Contract. | | |
| **24. Corrupt and Fraudulent Practice** | 24.1 The Consultant must observe the highest standard of ethics during the selection and execution of such contracts. The Client will:   1. reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question; 2. cancel the portion of the loan/grant allocated to the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by Consultant and/or its affiliates during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation; 3. declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded Government-financed contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract; and 4. have the right to require that, in contracts financed by the Client, a provision to be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Client.   24.2 For the purposes of this clause, the terms set forth below are defined as follows:   1. “**corrupt practice**” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[1]](#footnote-1); 2. “**fraudulent practice**” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party[[2]](#footnote-2) to obtain a financial or other benefit or to avoid an obligation; 3. “**collusive practice**” is an arrangement between two (2) or more “parties[[3]](#footnote-3)” designed to achieve an improper purpose, including to influence improperly the actions of another party; 4. “**coercive practice**” 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 another party[[4]](#footnote-4); 5. “**obstructive practice**” is    1. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client’s 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    2. acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under clause 6. | | |
|  |
| **25. Consultant’s Acknowledgment** | | | 25.1 The Consultant acknowledges that before entering into this Contract, the Consultant was given a copy of the Contract and is aware of the right to seek independent legal advice on its terms if the Consultant so desires and given reasonable opportunity to take such advice.  26.2 The Consultant also warrants that the representative who will be executing this Contract on behalf of the Consultant has all the proper power and authority to execute this Contract.  26.3 The Consultant now signs this Contract in agreement to all terms and conditions set out in this Contract. |
|  | | |  |

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

**EXECUTED** by the **<INSERT>, OF**  )

**THE MINISTRY OF JUSTICE AND COURTS**  )

**ADMINISTRATION, <INSERT NAME>,** for and on ) ……………………………

behalf of the **GOVERNMENT** **OF THE INDEPENDENT**  )

**STATE OF SAMOA**  )

*(“the Client”)*

In the presence of:

……………………………………………….

**(Witness Name & Signature)**

…………………………………………………………

**(Witness Designation)**

**SIGNED** by **[Insert]** the **[Insert]** )………………………………

for and on behalf of **[Insert]** *(“the Consultant”)*)

In the presence of:

……………………………………………….

(**Witness Name & Signature)**

…………………………………………………………

**(Witness Designation)**

**List of Annexes**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant’s Personnel and Corresponding Unit Rates

Annex C: Consultant’s Reporting Obligations

Annex D: Consultant’s Curriculum Vitae and Statement of Services

**ANNEX A**

**Terms of Reference**

**Preparing a full Architectural Design and compound layout for the Court House and Judges Residence in Salelologa, SAVAII**

1. **BACKGROUND**

At present, the Ministry of Justice and Courts Administration Office in Savaii is located at Tuasivi. However, the Ministry is preparing to relocate to Salelologa in order to align with Government’s plan to centralize all its essential services currently located at Tuasivi to Salelologa town area. This is in fact a well thought plan considering the need for change of the court house current location and to respond to a constant request often heard from the Savaii community through their Parliamentarians, for easy access and transportation. Also, residents from Upolu who involved in Savaii Court matters saves time from this move given the convenient location being close to the wharf.

The idea to re-locate and consequently build new facilities could not arise at a better time considering that in fact, there is an absolute visible need to upgrade the Office buildings and facilities at Tuasivi, given that they are old, inconvenient, small in space and unsafe for the staff and the Public. Obviously, Savaii has the second biggest population in Samoa and so the current office building and facilities cannot cater for that population in terms of space, safety and health. It is very unfortunate that in cases where the public need to exercise their rights to confidentiality, the Tuasivi office does not have the capacity to accommodate that need due to space issues. The current office is a single open area which its main door is both the entrance and exit and does not present any privacy for mediation sessions for cases such as maintenance, probation, civil as well as lands and title matters.

The court rooms on the other hand are old and deteriorating in terms of quality, becoming unsafe when masses of people turn up especially for Lands and Title cases. In addition, the number of Court rooms is not sufficient which limits the number of cases heard in a week which is another problem on its own as one contributing factor to the reasons behind delays of hearing Court cases.

These issues definitely do call for a new Court House in Savaii for Civil and Criminal Courts, Lands and Titles Court of Appeal, Lands and Titles courts as well as the office for the administrative services. The new building should also serve to accommodate the Judiciary in good standards.

A 4 acres piece of land has already been secured in Salelologa, therefore the goal now is to build Savaii Court house.

To take start with this project, the Ministry of Justice and Courts Administration is now seeking interested bidders to provide their proposals for preparing a full architectural design and compound layout for the Savaii Court House.

1. **SCOPE OF SERVICE**

The Design of the Court House and Judges’ Residence includes the following activities:

1. Prepare Design for the Court House to reflect the Conceptual Design provided by the Ministry
2. Prepare Design for Judge’s Accommodation Building as per requirements provided by the Ministry
3. Design to include core needs and functions of courts and residential.
4. Prepare necessary construction documents including working drawings, Architectural, Structural, Civil, Mechanical, Electrical and Specifications.

**The Service Provider will also be expected to:**

1. Visit the Site and come to be familiarized with all aspects of the project
2. Prepare a Design that incorporate a touch of Samoa into the building.
3. Adhere to set timeframes agreed to by both parties
4. Advise the Steering Committee in a timely fashion on any actual or foreseen problems relating to the schedule

**Schedule of Requirement**

1. Architectural Design

* Floor Layout
* Dimensional Layout
* 4 Elevations
* Architectural Sections
* Architectural Details
* Specifications and Schedule of Finishes

1. Structural Design

* Foundation Layout
* Foundation Sections
* Foundation Details
* Slab Details
* Walls and Columns Plans and Details
* Roof Structure
* Others

1. Electrical Design

* Power Layout
* Electrical Circuit Layout
* Line Diagram Layout
* Ceiling and Lighting Layout
* Emergency Lighting Layout
* Air Condition Power Layout
* Auxiliary Layout: Telephone, LAN(structure cabling and wifi)
* Sound System
* Security Lights Layout

1. Plumbing and Sanitary

* Plumbing Layout
* Cold Water Layout
* Waste Water Layout
* Drawing Details

1. Mechanical and Fire

* Air Condition Layout
* Fire Alarm System Layout
* Sprinkler Layout (if required)
* Signage and decals Details
* Fire Extinguisher Location Layout

1. Civil

* Carpark Layout and Details
* Drainage Layout and Details
* Fence Plan and Details

1. Landscaping

* Landscaping Layout

**Specific Requirement**

* Consider Solar energy for some cost saving
* Central Air Conditioner System is preferred
* Built in Sound System to accommodate technological advancements like video conferencing and in court recording and transcribing
* Electrical and networking cabling layout to design for handy maintenance
* Natural Lighting to all rooms and offices to save energy
* Landscaping is also desired to be nice and pleasant with a good plan of trees and space for outside activities

1. **LOCATION OF WORK**

The proposed Court House and Judges’ Residence will be located at the Township Area in Salelologa.

1. **SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS**

* The Contract Price is a fixed output-based price regardless of extension of the herein specific duration
* Specify the cost components that the Bidder must include in the computation of its contract price (e.g. professional fee plus applicable taxes)
* Specify the key outputs or milestone activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone/output, including all conditions/documentations required prior to the release of any tranches of payment.

1. **DURATION OF WORK**

The entire completion of the Design of the Savaii Court House and Judges’ Residence to be performed within two (2) months of signing the contract.

1. **REQUIRED SKILLS, QUALIFICATIONS AND EXPERIENCE**

**Required Skills**

* Good communication skills (Essential)
* Good time management skills (Essential)

**Qualification**

* Bachelor of Architecture from a recognised University with sound knowledge in structural and civil engineering (Essential)

**Experience**

* Proven experience of minimum 10 years in the design and construction supervision (Essential)
* Demonstration of knowledge and familiarity with the site (Essential)
* A proven record of delivering projects within the planned time schedule and cost estimates (Essential)

1. **DELIVERABLES AND REPORTING SCHEDULE**

There are three (3) Key Deliverables of this project:

* **Deliverable 1 - 30% (2 weeks) – *Inception Report***
* **Deliverable 2 - 50% (4 weeks) – *Site visit, consultation and actual architectural* *design and compound layout***
* **Deliverable 3 – 20% (2 weeks)** **– *Final Report and exit briefing***

The estimated duration of this work is for two (2) months. The Consultant is required to;

* Prepare and submit an Inception Report and do a debriefing shortly after the commencement date to provide the direction and progress of the work.
* Prepare and submit Progress report once every key deliverable is completed.
* Prepare and present Final Report on the completion of the Project and do exit briefing.

**ANNEX B**

**CONSULTANT’S PERSONNEL AND CORRESPONDING UNIT RATES**

**ANNEX C**

**CONSULTANT’S REPORTING OBLIGATIONS**

**ANNEX D**

**CONSULTANT’S CURRCULUM VITAE AND STATEMENT OF SERVICES**

1. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes government or Client staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-1)
2. A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-2)
3. “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels. [↑](#footnote-ref-3)
4. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes government or Client staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-4)