

# **REQUEST FOR PROPOSALS**

**Title of Consulting Services:  
3R+Return Research Assistant**

November, 2019

**Japan International Cooperation Agency  
Samoa Office**

**Japanese Technical Cooperation Project for Promotion of Regional  
Initiative on Solid Waste Management, Phase II (J-PRISM II)**

## **Section 1. Letter of Invitation**

### **Subject: Request for Proposal**

November 2019

### **Dear Candidates for 3R+Return Research Assistant**

The Japan International Cooperation Agency (JICA) Samoa Office now invites proposals to provide the following consulting services: Assignment as 3R+Return Research Assistant. More details of the services are provided in the Terms of Reference.

The RFP includes the following documents

- Section 1 - Letter of Invitation (LOI)
- Section 2 - Summary Sheet of the Instruction to Consultants
- Section 3 - Instruction to Consultants (ITC)
- Section 4 - Technical Proposal Forms
- Section 5 - Terms of Reference (TOR)
- Section 6 - Standard Form of Contract (SFC)

Sincerely,



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Akihiko HOSHINO  
Resident Representative  
JICA Samoa Office

## Section 2. Summary Sheet of the Instructions to Consultants

<b>1. Name of the assignment</b>	Assignment as 3R+Return Research Assistant
<b>2. Method of selection</b>	QBS (Quality Based Selection)
<b>3. JICA's officer in charge</b>	<p>Hitomi URUSHIHATA  JICA Samoa Office  Address: P.O. Box 1625, SNPF Plaza, Apia, SAMOA  Telephone: 685 22572  Facsimile: 685 22194  E-mail: <a href="mailto:Urushihata.Hitomi@jica.go.jp">Urushihata.Hitomi@jica.go.jp</a>  <u>For any questions related to this Request for Proposal, please contact the following person BY E-MAIL;</u>  <u>For any questions related to the Terms of Reference (TOR) for this Request for Proposal, please contact the following person BY E-MAIL;</u>  Ms. Yoko Onuma (<a href="mailto:onumayoko@outlook.com">onumayoko@outlook.com</a>)</p>
<b>4. Pre-proposal conference</b>	A pre-proposal conference will be held: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>5. Type of contract</b>	Time Base
<b>6. Deadline of request for clarification</b>	<p><b>Date:</b> 22nd November 2019  <b>Time:</b> 16:00 local time</p>
<b>7. Proposal submission deadline</b>	<p><b>Date:</b> 29<sup>th</sup> November 2019  <b>Time:</b> 16:00 local time</p>
<b>8. Proposal submission address</b>	<p>Ms. Yoko Onuma  J-PRISM II Project Office  c/o P.O. Box 240, Secretariat of the Pacific Regional Environment Programme (SPREP), Apia, Samoa  Telephone: 685 21929  Email: <a href="mailto:onumayoko@outlook.com">onumayoko@outlook.com</a></p>
<b>9. Expected date for the commencement of the Services</b>	20 <sup>th</sup> January 2020

## Section 3. Instructions to Consultants

### A. General Provisions

- 1. Introduction**
- 1.1 Consultants are invited to submit a Technical Proposal for consulting services required for the assignment (hereinafter called the “Proposal”). The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 1.2 JICA will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified below:

<http://libopac.jica.go.jp/images/report/P1000024994.html>

<http://libopac.jica.go.jp/images/report/P1000025471.html>

<http://libopac.jica.go.jp/images/report/P1000025989.html>

<https://www.sprep.org/publications/cleaner-pacific-2025-pacific-regional-waste-and-pollution-management-strategy>

### B. Preparation of Proposals

- 2. General Considerations** In preparing the Proposal, the Consultant is expected to examine the Request for Proposal (hereinafter called the “RFP”) in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 3. Cost of Preparation of Proposal** The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and JICA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. JICA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 4. Language** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and JICA, shall be written in English.
- 5. Documents Comprising the Proposal** The Proposal shall comprise the documents and forms listed below;  
**Inner Envelope with the Technical Proposal:**  
(1) TECH-1  
(2) TECH-2  
(3) TECH-3  
(4) TECH-4

- |   |   |
|---|---|
| <b>6. Only One Proposal</b>                     | The 3R+Return Research Assistant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.  |
| <b>7. Proposal Validity</b>                     | Proposal must remain valid for 30 calendar days after the Proposal submission deadline.   |
| <b>8. Clarification and Amendment of RFP</b>    | <p>ONLY from November 11 to November 22 2019. Any request for clarification must be sent in writing, or by standard electronic means, which includes facsimile and email transmissions, to JICA's address indicated in <b>Section 2. Summary Sheet of the Instruction to Consultants</b>. JICA will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should JICA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below;</p> <p>(1) At any time before the proposal submission deadline, JICA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted 3R+Return Research Assistants and will be binding on them. The shortlisted 3R+Return Research Assistants shall acknowledge receipt of all amendments in writing.</p> <p>(2) If the amendment is substantial, JICA may extend the proposal submission deadline to give the shortlisted 3R+Return Research Assistants reasonable time to take an amendment into account in their Proposals.</p> |
| <b>9. Technical Proposal Format and Content</b> | <p>9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details shall be declared non-responsive.</p> <p>9.2 The 3R+Return Research Assistant is required to submit a Technical Proposal using the standard forms provided in <b>Section 4. Technical Proposal Forms</b>.</p>  |

## **C. Submission, Opening and Evaluation**

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| <b>10. Submission, Sealing, and Marking of Proposals</b> | 10.1 The 3R+Return Research Assistant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 5 (Documents Comprising Proposal). The submission can be done by mail or by hand. |
|--|--|

- 10.2 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.
- 10.3 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is as stated below;  
**Technical Proposal:** one (1) original and 2 copies;  
 All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 10.4 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “**3R+Return Research Assistant**”, name and address of the Consultant, and with a warning “**Do Not Open Until 16:00 On November 29, 2019**”.
- 10.5 The sealed envelopes containing the Technical Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do Not Open Until 16:00 On November 29, 2019**”.”
- 10.6 If the envelopes and packages with the Proposal are not sealed and marked as required, JICA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 10.7 The Proposal must be sent to the address and received by JICA no later than the deadline indicated in **Section 2. Summary Sheet of the Instruction to 3R+Return Research Assistant**, or any extension to this deadline. Any Proposal received by JICA after the deadline may be declared late and rejected, and promptly returned unopened.

## **11. Confidentiality**

From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact JICA on any matter related to its Technical Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the 3R+Return Research Assistants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

## **12. Proposals Evaluation**

- 12.1 The 3R+Return Research Assistant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, JICA will conduct the evaluation solely on the basis of the submitted Technical Proposals.

### **13.Evaluation of Technical Proposals**

13.1 JICA shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system described below;

- I 3R+Return Research Assistant's qualification, experience and competence in the field covered by the TOR: 60
- II Adequacy of the proposed approach, methodology, work plan in responding to the TOR. Also 3R+Return Research Assistant's understanding on the Project and the regional situation should be shown in the proposal: 40
  - a) Position 1: 3R+Return Research Assistant - 40

Total Points for Three Criteria: 100

13.2 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 or if it fails to achieve the minimum technical score required to pass: 70  
Shortlist of successful consultants shall be produced according to the evaluation of Proposal.

## **D. Award**

### **14.Award of Contract**

- 14.1 After completing the negotiations JICA shall award the Contract to the selected 3R+Return Research Assistant and promptly notify the other shortlisted 3R+Return Research Assistants.
- 14.2 The 3R+Return Research Assistant is expected to commence the assignment on the date specified in **Section 2. Summary Sheet of the Instruction to 3R+Return Research Assistants.**

## Section 4. Technical Proposal Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### Checklist of Required Forms

Form	Description	Page Limit
TECH-1	Technical Proposal Submission Form	1
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	4
TECH-3	Working Schedule and Planning for Deliverables	1
TECH-4	Curriculum Vitae (CV) for 3R+Return Research Assistant	3



## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Resident Representative  
Japan International Agency (JICA) Samoa Office

Dear Sirs:

I, the undersigned, offer to provide the consulting services for 3R+Return Research Assistant, in accordance with your Request for Proposals dated *[insert: date]* and our Proposal. I am hereby submitting my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by JICA.
- (b) My Proposal shall be valid and remain binding upon myself for the period of time specified in the Instructions to 3R+Return Research Assistant (ITC).
- (c) My Proposal is binding upon myself and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected date for the commencement of the Services indicated in the Summary Sheet of the Instruction to 3R+Return Research Assistant.

I understand that you are not bound to accept any Proposal that you receive.

I remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

## Form TECH-2

### DESCRIPTION OF THE APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

{Form TECH-2: a description of the approach, methodology, and work plan for performing the assignment}

{Suggested structure of your Technical Proposal}

a) **Technical Approach and Methodology of the RA**

{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. Please do not repeat/copy the TOR in here.}

b) **Work Plan**

{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 JICA), 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 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 FORM Tech-3 (Work Schedule).}

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 JICA. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

### Form TECH-3: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Activity	Months										
		1	2	3	4	5	6	7	8	9	.....	n

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as JICA'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.

## FORM TECH-4

### CURRICULUM VITAE (CV) FOR 3R+RETURN RESEARCH ASSISTANT

<b>Position Title</b>	{e.g., 3R+Return Research Assistant }
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship / Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:**

{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**3R+Return Research Assistant's contact information: (e-mail, phone)**

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by JICA.

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Name of Expert

Signature

Date {day/month/year}

## **Section 5. Terms of Reference (TOR)**

### ***3R+Return Research Assistant***

#### ***1. Background***

Over several decades, waste has become one of the major concerns for small island countries in the Pacific region because of severe challenges in coping with the increasing volume and changing characteristics of urban and industrial wastes. Improper waste management has potential to pose a significant negative impact on public health, water and food supply, ecosystems, tourism and trade, resources, and even climate change, which threaten the sustainable development in this region. Such unique constraints as geographical isolation, limited resources and economic scale, and dependence on foreign aid and imported goods have made management of solid waste more difficult for Pacific island countries (PICs).

Under the Pacific Regional Solid Waste Management Strategy (2016-2025) as Cleaner Pacific 2025 which has been already formulated in previous J-PRISM cooperation, JICA has conducted “Japanese Technical Cooperation Project for Promotion of Regional Initiative on Solid Waste Management, Phase II (J-PRISM II)” from 2017 to 2022 as 5 years project in partnership with the responsible agencies of the waste management of each target countries and SPREP. Regarding previous J-PRISM project, successive technical cooperation programs contributed to raising capacity of local counterparts. They even became an essential resource person not only in their respective countries but also in the surrounding countries in the region, as experts or trainers.

Also, “3R+Return” concept has been promoted during J-PRISM project. Most of the countries in the region are lacking recycling facilities and limited recycle market in the country due to the small scale of the economy. The “3R+Return” concept would promote the proper resource recycling and appropriate disposal by exporting(returning) valuable waste or difficult waste for disposal, while returning organic waste into soil for the effective utilization.

To promote regional cooperation and south-south cooperation effectively and efficiently, it is expected that these human resource exchange programs would be set up as a firm system in the Pacific, not just relying on each country’s initiative/effort. To realize the “3R+Return” concept, proper organic waste treatment, effective/efficient resource recycling and appropriate disposal, within and across the country would be significant. J-PRISM II will carry out the basic study in the pacific region required to establish the regional 3R+Return model.

#### ***2. Objectives of the Assignment***

The objectives of the assignment are to assist Research work for Regional 3R+Return model construction and Logistics support for the Project (J-PRISM II) following the instructions of Supervisor (Monitoring/3R+Return Expert).

#### ***3. Scope of Work***

1. To assist Research Work for 3R+Return Survey
2. To assist Logistics for the Project (J-PRISM II)
3. To organize and arrange for J-PRISM 3R+Return training to be held on September - October 2020

4. To organize and arrange for J-PRISM 3R+Return intermediate seminar to be held on February 2021
5. To submit the service completion report to Supervisor by the last working day

#### 4. Duration of Work

2.5 months from January 2020 towards the end of March 2020.

This assignment will be implemented in the following three contract periods.

Phase 1: January 2020 to March 2020

Phase 2: April 2020 to March 2021

Phase 3: April 2021 to May 2021

At the end of the first and second contract phase, J-PRISM II Project will instruct about the necessity of the contents of work of the next contract phase and the contract will be concluded after the contract negotiation.

#### 5. Contents of Work

Table1: 3R+Return Survey schedule (Tentative)

JICA Fiscal Year	Month	Activities
2019	June-November	• Conduct Baseline Study In <b>Samoa</b> (Samoa Recycle Industry and Recyclable Waste Flow Survey)
	6 <sup>th</sup> September	• Discuss the possibility of implement Regional recycling system with PICs C/Ps and other donor agencies at steering committee
	Early October	• Visit to <b>Solomon</b> and <b>Vanuatu</b> to discuss the possibility of regional recycling model with the C/Ps (potential visit during the official launching of the Vanuatu recyclers and waste association)
	Early November	• Visit to <b>Fiji</b> to discuss the possibility of regional recycling model with the C/Ps and check the updates of PRIF project implementing in Fiji
	February-March, 2020	• Visit to <b>NZ</b> and <b>Australia</b> recyclers to discuss the possibility of accepting <b>trainees from Samoa, Solomon, Vanuatu recycling association members</b> during the J-PRISM 3R+Return training in 2020
2020	April-December	• Conduct Baseline Study In <b>Tonga</b> and <b>Fiji</b> (Tonga and Fiji Recycle Industry and Recyclable Waste Flow Survey)
	June-July	• Conduct Business trip for the J-PRISM 3R+Return training preparation in <b>NZ</b> or/and <b>Australia</b>
	September-October	• J-PRISM 3R+Return training (Vol.1) for 1 week in <b>NZ</b> or/and <b>Australia</b>
	February, 2021	• J-PRISM 3R+Return Intermediate Seminar
2021	April-June	• Prepare the completion report (by the end of May)
	September-October	• J-PRISM 3R+Return training (Vol.2) for 1 week in <b>Samoa</b> or/and <b>Fiji</b> (TBD)
	January, 2022	• J-PRISM 3R+Return Final Seminar (TBD)

##### 5-1. Assist Research Work for 3R+Return Survey

Based on the above survey schedule, the Monitoring/3R+Return Expert will conduct the Survey from 2019-2021. 3R+Return Research Assistant shall necessary arrangements such as making meeting appointments, logistics, preparing meeting minutes, collecting waste management data

and data compiling works following the instructions of Supervisor.

The outline of the survey implementation methods are as follows;

1) Target of Survey

- 9 Pacific island countries (Samoa, Tonga, Fiji, Vanuatu, Solomon, Papua New Guinea, Palau, Micronesia, Marshall)
- Waste Recycler, Recyclers Association, Collector, Transporter, Shipping company, Related ministries (Ministry of Environment, Ministry of Economy, Ministry of Finance, Customs, Central Bank etc.)
- Other donor agencies
- Recyclers and recycling facilities in other countries

2) Target of Waste

- Solid Waste
  - ✓ Paper and Cardboard
  - ✓ Plastic and PET bottle
  - ✓ Metals
  - ✓ Glass and Bottles
  - ✓ Bulky waste (Construction waste etc.)
  - ✓ Hazardous waste
    - End of Life Vehicle, Used lead acid battery, Used Oil, Used Tire
    - E-waste (Computers, TVs, Mobile phones, other electronical home appliances (White goods))

***5-2. Assist Logistics for the Project (J-PRISM II)***

3R+Return Research Assistant shall prepare and submit necessary documents based on the accounting procedures of JICA and J-PRISM II, in accordance with conducting the survey, training and seminar, business trip.

***5-3. Organize and arrange for J-PRISM 3R+Return training to be held on September-October 2020***

Based on the result of the 3R+Return Survey, 3R+Return Research Assistant shall organize and arrange for the training to be held in September-October 2020 following the instructions of Supervisor.

***5-4. Organize and arrange for J-PRISM 3R+Return intermediate seminar to be held on February 2021***

Based on the result of the 3R+Return Survey, 3R+Return Research Assistant shall organize and arrange for the seminar to be held in February 2021 following the instructions of Supervisor.

***5-5. Submit the service completion report to Supervisor by the last working day***

Based on the result of the 3R+Return Survey, 3R+Return Research Assistant shall submit the service completion report to Supervisor by the last working day. The completion report shall include the current status, issues, and following items to be addressed for the regional 3R+Return model in the future.



**6. *Qualification Requirements for the 3R+Return Research Assistant***

1. Strong researching capabilities about Recycling Industry analysis, Waste Flow analysis and Solid Waste Management policies/regulations/technical standards
2. Strong database and records management skills.
3. Highly proficient in both spoken and written in English.

**7. *Reporting Requirements and Schedule (from the date of signing the contract)***

Phase 1: January 2020 to March 2020

- Monthly Report: By the end of every month
- Inception Report: After 4 weeks

Phase 2: April 2020 to March 2021

- Monthly Report: By the end of every month
- Interim Report: By the end of March 2021

Phase 3: April 2021 to May 2021

- Monthly Report: By the end of every month
- Completion Report: By the end of May 2021

Two copies of the report in English shall be submitted to JICA and Supervisor (one report each). The final report shall be submitted with CD-R containing the inception report, interim report, completion report data and necessary references. Microsoft Word and/or Excel, Access, Power point is preferable for the software used for the reports.

END

## Section 6. Form of Contract

### Form of Contract

#### CONTRACT FOR CONSULTANT'S SERVICES (Time-Based)

#### 3R+Return Research Assistant for Regional 3R+Return model construction and Logistics support for the J-PRISM II Project

between

Japan International Cooperation Agency Samoa Office  
and  
*[insert: name of the consultant]*

This CONTRACT (hereinafter called the "Contract") is made the *[insert: number]* day of the month of *[month]*, *[year]*, between, on the one hand, Japan International Cooperation Agency (JICA) Samoa office (hereinafter called the "Client") and, on the other hand, *[insert: name of the Consultant]* (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Conditions of Contract;
  - (b) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: List of Expert
    - Appendix C: Technical Proposals

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
3. This contract shall be valid for the period from \*\* January 2020 to 31 March 2020 with the two and half month probation period from \*\* January 2020 to 31 March 2020.

This contract will be implemented in the following three contract periods.

Phase 1: January 2020 to March 2020

Phase 2: April 2020 to March 2021

Phase 3: April 2021 to May 2021

At the end of the first and second contract phase, J-PRISM II Project will instruct about the necessity of the contents of work of the next contract phase and the contract will be concluded after the contract negotiation.

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.

For and on behalf of Japan International Cooperation Agency (JICA) Samoa Office

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*[insert: name of the signer]*

Resident Representative

Japan International Cooperation Agency (JICA) Samoa Office

For and on behalf of *[insert: name of the Consultant]*

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*[insert: Authorized Representative of the Consultant – name and signature]*

# Conditions of Contract

## A. General Provisions

- 1. Law Governing Contract** The law that applies to the Contract is the law of Samoa.
- 2. Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 3. Communications**

Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in **Clause 2** above. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows;

A Party may change its address for notice hereunder by giving the other Party any communication of such change.

**For the Client**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**For the Consultant**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_
- 4. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows;

**For the Client:** Mr. Akihiko Hoshino, Resident Representative

**For the Consultant:** *[insert: name, title]*

## B. Modification and Termination of Contract

- 5. Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 6. Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **7. Force Majeure**

- 7.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 7.2 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.
- 7.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 7.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 7.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

## **8. Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

## **9. Termination**

This Contract may be terminated by either Party as per provisions set up below:

- 9.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant:
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

- 9.2 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 paragraphs (a) through (b) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- 9.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;
  - (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
  - (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

## **C. Obligations of the Consultant**

### **10. General - Warranty**

- 10.1 The Consultant represents and warrants that it shall perform the Services and carry out the Services specified in **Appendix A (Terms of Reference)** with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- 10.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

### **11. Confidentiality**

Except with the prior written consent of the Client, the Consultant shall not at any time, even after the completion of the Services, communicate to any person or entity any confidential information acquired in the course of the Services.

### **12. Reporting Obligations**

The Consultant shall submit to the Client the reports and documents specified in **Appendix A (Terms of Reference)**, in the form, in the numbers and within the time periods set forth in the said Appendix. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof.

### **13. Inspection**

13.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within **30** days after receiving them.

13.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.

13.3 Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.

**14. Liability of the Consultant**

The Consultant shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Consultant during or in connection with the Services caused by intentional or negligent act of the Consultant.

**15. No Replacement of Experts**

Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

**D. Payment to the Consultant**

**16. Remuneration and Reimbursable Expenses**

17.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

17.2 Time base payment:

The Time base Payment shall be applied to the remuneration. Deliverable specified below and an invoice for the related instalment payments shall be submitted and approved as satisfactory.

a) Salary: WST. 4,500 per month shall made for the monthly report.

b) Overtime allowance: The Client specifies the calculation by 30 minutes separately from Salary based on the attendance sheet record submitted from the Consultant to the Client.

The rates of pay for approved overtime are except days on duty travel:

- for days other than public holidays and Sunday, one and half time the normal hourly rate.

- for Sunday or public holidays, double the normal hourly rate.

c) Payment:

- The payment of Salary and other allowances shall be made at the end of each month.

d) Deduction of National Provident Fund:

- NPF (8% of the wages) and ACC (1% of the wage) employee contribution will be deducted from the wages and also the Client will pay 7% of the wages to NPF and 1% of the wages to ACC monthly.

e) Deduction of Income Tax:

- Income Tax will be deducted from the wages according to the Samoan law.

f) Commuting Allowance:

- Based on the attendance record, commuting allowance for public transportation between the address of the Consultant and SPREP shall be monthly paid.

17.3 Working Days and Hours:

A working week shall consist of Five working days (Monday to Friday). The daily working hours shall commence at 8:00 a.m. and terminate 16:30 p.m.. The hour between 12:00 and 13:00 is scheduled as lunch recess.

After the probation period (from \*\* January 2020 to 31 March 2020), the Consultant is entitled to sick leave and annual leave according to Samoa labour act. Absence from work beyond entitled leave will be subject to

deduction from the Salary and its daily rate depends on the number of working days in the month when the Consultant is absent.

If the Consultant has remaining number of unutilized leave days at the end of the contract and the contract is renewed, the Consultant can combine these remaining days to the renewed contract to a maximum of 5 days for each leave type.

**17.4 Reporting Obligations:**

The Consultant shall submit to the Client “Time Sheet” at the end of each month.

**17.5 Overseas duty travels:**

JICA Samoa Office shall pay the travelling expenses including travel insurance at prescribed rates necessary incurred by the Consultant required to travel away from Apia on official business.

**17.6 Medical check-up and Police Clearance Report:**

The results of the medical check and the Police Clearance Report shall be submitted to the Client before the first overseas duty travel after the signing of the contract. The Client shall reimburse to the Consultant the expense for a medical check-up in Samoa up to 150 Samoa Tala. The items to be examined shall be subject to those of JICA trainees dispatched to Japan.

**17.7 All payments under this Contract shall be made to the accounts of the Consultant specified as follows:**

*[insert: account].*

**17. Currency of Payment** Any payment under this Contract shall be made in Samoa Tala.

## **E. Fairness and Good Faith**

**18. Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **F. Settlement of Disputes**

**19. Amicable Settlement**

The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 20 shall apply.

**20. Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 20 shall be submitted to settlement proceedings under the laws of the Client’s country.



# **Appendices**

## **Appendix A – Terms of Reference**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]*

*[Insert: the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-4 in the Consultant's Proposal.]*

## **Appendix B – List of Experts**

*[Insert: a table based on Form TECH-5 of the Consultant's Technical Proposal and finalized at the Contract's negotiations, if any.]*

## **Appendix C – Technical Proposal**

*[Attach Technical Proposal submitted by the Consultant.]*