



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

Procurement Manual

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1 PART I – GENERAL INFORMATION

1.1 Purpose

In order to guarantee that funds are used in an efficient, effective, economical, and morally responsible manner, PIDC has established a framework for the acquisition of all goods and services through its Procurement Manual. The Financial Regulations of PIDC, dated October 2021, and any subsequent revisions in the event of a revision, as well as any other pertinent regulations, must be studied in accordance with the requirements of this Manual.

In accordance with the guidelines in this manual, PIDC is expected to:

- Get the best value for its purchases, considering timeliness, warranties, guarantees, and any other factors directly related to the procurement;
- Show strong legal and financial probity and accountability to its donors, members, and development partners;
- Manage and prevent the potential for conflicts of interest;
- Manage its procurement-related risk(s) that could potentially harm PIDC's reputation.

1.2 Scope

This Manual applies to:

- Any individual offering goods, services, or labour to PIDC, or wishing to do so;
- Non-staff personnel, such as PIDC contractors, students, and interns;
- Implementing partners, such as those to whom PIDC has disbursed funds under grantee or sub-delegation arrangements (unless otherwise agreed); and
- Any other person providing goods, services or works PIDC, or seeking to do so.

1.3 Definitions

1.3.1 Procurement

Procurement is the strategic business function responsible for identifying, obtaining access to, and effectively managing external resources required by an organization to meet its strategic goals. It involves the application of expertise and skills in sourcing and managing external resources, encompassing goods, services, and works necessary for operations. This includes acquiring goods, supplies, services, or undertaking works through activities such as purchasing, leasing, renting, and contracting, ensuring that the organization obtains the necessary resources to function efficiently and effectively (Chartered Institute of Procurement and Supply / CIPS).

1.3.2 Risk

Risk within procurement can be described as the likelihood of an undesirable event occurring. Managing risk encompasses three pivotal actions: analysing risk, assessing its impact, and implementing strategies to mitigate its effects.

1.3.3 Assets

A fixed asset is an item (whether tangible or intangible) with:

- A life expectancy of more than one year; and
- A procurement value of WST2,000.00 or more.

An intangible asset refers to an asset lacking physical presence, such as computer software, licenses, and intellectual property. These assets derive their value from rights and privileges rather than tangible form or material composition.

1.4 Responsibilities

1.4.1 ALL PIDC staff and non-staff personnel

Are required to:

- Adhere to the responsibilities outlined in PIDC's Employee Regulations, this Manual, and any relevant rules or regulations.
- Uphold the credibility of PIDC's procurement process and safeguard its reputation.
- Keep accurate records and documentation to track all procurement decisions related to goods, services, and works acquired by PIDC.
- Utilize PIDC's electronic procurement/finance systems to maintain an accountable trail of decision-making processes.

1.4.2 The Finance Section

- Assist the procurement section throughout the procurement process.
- Keep the Corporate Procurement Plan up to date.
- Facilitate meetings of the Evaluation Committee and the Audit & Risk Subcommittee as needed and prepare relevant documentation.
- Ensure adherence to the guidelines outlined in this Manual during the procurement process.
- Manage records of Requests for Proposals (RFPs) and procurement contracts in comprehensive registers.
- Maintain the Corporate Gift Register and Hospitality Register.
- Keep the Insurance Claim Register current.
- Manage the Vendor Protest Register.
- Maintain the Conflict-of-Interest Register.

1.4.3 The Requestor

- Plan their procurement;
- Participate in the procurement activity closely engaged with the Finance unit; and
- Be accountable for any approval done within the Finance unit and for the custody of the related source documents.

1.5 Procurement Principles

PIDC's procurement is to be guided by the following principles:

- Ethics
- Value for money
- Open competition
- Necessity (procuring only where and when necessary and relevant to the realisation of PIDC's strategic objectives.)

1.5.1 Ethics

Integrity, uprightness, and honesty are referred to as ethics. Procurement integrity requires more than just abstaining from dishonest or corrupt behaviour. It denotes moral conduct that respects public ideals and guarantees objectivity, responsibility, and openness so that all parties have faith in PIDC's procurement procedures.

1.5.1.1 Accountability and transparency

An impartial third party must be able to plainly observe that a specified procedure has been followed and that it was reasonable and fair for there to be accountability and transparency. To provide transparency and accessibility for all parties involved, PIDC has outlined its procurement procedures in detail in this manual. To demonstrate that the procedures have been followed correctly in every instance, PIDC must make sure it has enough proof.

For the purposes of audit, monitoring, and reporting, every procurement activity needs to have the proper documentation trail.

1.5.1.2 Perceived Impropriety and Influence

To ensure ethical conduct and transparency in all interactions, PIDC is committed to upholding integrity in relationships, actions, and communications throughout the procurement process. Any behaviour or action that could potentially influence procurement decisions in a negative manner, including practices hinting at favouritism or undue advantage, will be strictly avoided.

Maintaining impartiality is crucial, and therefore, PIDC staff must refrain from accepting gifts or hospitality offers. It is prohibited for PIDC staff to directly or indirectly seek or accept gifts or presents from any member of the public involved, directly or indirectly, in matters linked to the staff's duties or related to PIDC's interests. In instances where vendors offer gifts or hospitality to PIDC for representation purposes or to acknowledge the efforts of PIDC staff, whether to an individual or a group, these offerings must be disclosed to the Finance Unit.

Prompt reporting is essential in case of any offers of bribes, commissions, or any irregular approaches from organizations or individuals, regardless of their perceived significance. Such incidents must be immediately brought to the attention of the Head of Secretariat or the delegated authority concerned.

This policy doesn't restrict customary business entertainment or the exchange of business mementos of nominal value, provided these gestures are legal, reasonable, and directly linked to the vendor's business, aligning with Regulation 22 of the PIDC Financial Regulations.

1.5.1.3 Conflict of interest and perceptions of bias

A conflict of interest emerges when an individual's personal interests clash with their obligation to act in PIDC's best interests. Personal interests encompass not only an individual's direct concerns but also those of their family, friends, or associated organizations. Such conflicts can be actual, potential, or perceived, spanning financial or non-financial aspects. For instance, if a PIDC staff member or their family owns shares in a company vying for a contract, it creates a conflict of interest.

Mitigating actual, potential, and perceived conflicts of interest is pivotal for upholding utmost integrity and accountability in the procurement process. All PIDC staff must promptly disclose any potential conflicts of interest while making decisions as outlined in the Manual.

It is essential to ensure that personal, professional, or other engagements do not clash with PIDC's legal interests. When procuring goods, services, or works for PIDC, employees should refrain from involving themselves, their families, or associated entities where personal or financial interests are present, unless all interests are declared. Approval from the Head of Secretariat or the relevant delegated authority must be obtained before engaging in procurement activities. Should the Head of Secretariat or relevant authority identify a conflict of interest, the involved staff member should be excluded from all stages of the procurement process.

Failure to disclose potential conflicts of interest may lead to disciplinary measures in accordance with PIDC's Employee Regulations issued in October 2021.

1.5.1.4 Confidential and proprietary information

PIDC prioritizes safeguarding confidential and proprietary data related to all entities engaged in the procurement process. Upholding this confidentiality upholds the fairness of procurement, prevents favouritism towards any bidder, and shields PIDC from accusations of misusing sensitive information.

Every participant in the procurement process bears the responsibility to personally uphold confidentiality. This encompasses oral and written exchanges as well as the secure handling of information in electronic formats.

1.5.2 Value for Money

One of the fundamental guiding principles within PIDC's procurement is to secure the best value for investments made. Value isn't solely tied to the lowest initial price but is a balanced evaluation of technical, organizational, and pricing aspects against their importance in meeting the requirements. This includes factors like reliability, quality, experience, reputation, past performance, and realistic costs or fees.

For specific procurement categories like information systems or vehicles, the RFQ/RFP should ideally encompass the "Total Cost of Ownership" of the items sought. Hence, it's crucial for the requestor/division and the Finance Unit (for procurements over WST40,000) to collaboratively develop a comprehensive statement of needs. This statement should cover all elements impacting the goods or services' cost during their life cycle (such as investment,

guarantee, maintenance, disposal, repair, downtime, and reliability between failures). This approach ensures a fair application of the best value principle.

Securing the best value involves weighing the 'total cost of ownership' against fitness for purpose (quality and alignment with PIDC's needs). However, recognizing that in Samoa, there might be limited reliable suppliers for a specific service/equipment, efficient backup options should be discussed and acknowledged by the Board Subcommittee.

It's vital to recognize that procurement processes themselves carry a cost in terms of staff time and resources. Therefore, careful consideration must be given to these aspects.

1.5.3 Open competition

Ensuring open competition is fundamental to our procurement process. It creates a level playing field where all qualified sources can participate freely and fairly. The procurement process must uphold principles of fairness, transparency, impartiality, and proportionality.

Every potential contractor or supplier should receive standardized information and fair chances to submit their quotes or proposals. PIDC are committed to maintaining impartiality throughout the procurement process to avoid any actions that might be seen as biased or unfairly advantageous or disadvantageous to any party.

1.5.4 Necessity

Given PIDC's resources and funding challenges, necessity as an important procurement policy will ensure that guidelines are observed and exercised when purchasing or receiving from suppliers and when sharing and buying resources, materials and others. This requires a thorough stocktake of existing materials on at least a monthly basis to determine the necessities to upgrade storage and supplies/stocks. This principle should also form the basis and determinants for where and when a consultancy is required especially when the expertise is also available at PIDC.

1.6 Record Keeping and documentation

PIDC recognizes the pivotal role of managing procurement documentation within a robust procurement framework. These records serve as tangible proof of adhering to the procurement process and are crucial for both internal and external audits, ensuring PIDC's complete accountability and operational efficiency.

The Finance Unit will diligently uphold a comprehensive repository of procurement documents, encompassing all correspondence between PIDC and potential bidders, with the option to maintain these records electronically. In instances where procurement actions don't involve the Finance Unit, the respective Requestor bears the responsibility of maintaining and, upon request, providing these records to external auditors. All records must adhere to the PIDC Records Policy, mandating retention for a period of 7 years.

All records to be destroyed must also adhere to the PIDC Records Policy to ensure records are destroyed in a protected manner to prevent PIDC from inadvertent release or loss confidential, personal or sensitive information.

2 PART II- PROCUREMENT PROCESS

Procurement Process Overview

The procurement process serves as the systematic approach for acquiring external goods, services, and works from suppliers. It encompasses the acquisition of items and outlines the management of supplier relationships to ensure the delivery of high-quality services.

Diverse Project Implementation and Management Approaches

PIDC acknowledges that its funding derives from a few donors, necessitating the adoption of diverse project implementation and management methods. Depending on the chosen modality, distinct policies and, in some cases, additional donor requirements may apply. During the project design phase, PIDC and the concerned donor(s) must establish a clear understanding of the adopted modality to ensure compliance with international best practices and adherence to the procurement manual. Projects may employ multiple implementation modes, including:

1. Direct Implementation
2. Grant or parallel funding
3. Sub-delegation

It is imperative that PIDC remains accountable to donors or members for any deviations from relevant policies in all instances.

2.1 Procurement Steps

All procurement follows the same main steps:

- Planning
- Statement of needs
- Requisition
- Solicitation
- Evaluation
- Award
- Receipt / delivery
- Payment
- Contract closure

Nevertheless, distinct procedures are applicable based on the value of the goods, services, and works slated for procurement. As the value increases, the stringency of the procedure intensifies. The specific requisites for various procurement thresholds concerning aspects such as advertising, solicitation period, evaluation, and approval authority are outlined below.

2.1.1 Procurement Planning

Effective procurement planning precedes the decision to acquire goods, services, or works, allowing for:

- Comprehensive identification and evaluation of needs.
- Determination of the optimal procurement method.

- Identification of potential vendors.
- Strategic timing considerations.
- Risk assessment and mitigation.
- Identification of opportunities for consolidated purchases, leading to improved negotiation outcomes in terms and conditions.

To ensure transparency and efficiency, the Secretariat is encouraged to avoid last-minute procurement, particularly nearing the budgetary period's end. This prevents obstacles to the Finance Unit's ability to conduct a transparent and timely procurement process.

Annually, the Finance Unit will issue a procurement plan request to Units and where necessary PIDC members. The PIDC units and PIDC members are responsible for timely completion and submission of the procurement plan, following approval by the PIDC Board of the Annual Work Plan. The Secretariat will adhere to the procurement plan template, incorporating pertinent information, including any specific donor requirements.

All procurement activities exceeding WST40,000 annually must be included in the procurement plan. This encompasses goods, services, or works procured repeatedly, totalling the cumulative value per calendar year.

Splitting contract values across multiple contracts or vendors to evade procurement thresholds or competitive processes is prohibited. Contracts should ideally cover all phases of a project if services or supplies are anticipated for multiple project phases.

The Finance Unit, in collaboration with the relevant PIDC Requestors and officers, will craft an annual consolidated corporate procurement plan for PIDC. This plan will outline major procurement activities for the year, seeking PIDC Board approval either in sessions or out of session Board meetings. The procurement plan remains dynamic, with quarterly approvals from the PIDC Board. Once approved, the Finance Unit will issue a procurement forecast notice, offering a brief overview of forthcoming major procurement activities.

2.1.2 Statement of needs

The pivotal stage within the procurement process lies in clearly defining the goods, services, or works to be procured.

The initiator initiates initial contact with the Finance unit to schedule the start-up meeting, marking the commencement of the procurement activity. Once the statement of needs is finalized, the procurement process officially commences, aligning with the PIDC Corporate Procurement Plan.

Once the procurement process is underway (e.g., RFP has been formally advertised), the statement of needs should remain unchanged.

PIDC's responsible units, experts in their respective fields, are responsible for crafting statements of needs that enable potential bidders to comprehend the identified requirements. Statements of needs must guarantee necessities and ethics for PIDC to achieve effective, transparent competition and secures the best value for money.

These statements should avoid references to specific brand names, catalog numbers, or equipment from particular manufacturers unless it is deemed essential to specify such details to ensure a particular design, functionality, construction, or fabrication. In such cases, references should be accompanied by the term 'or equivalent,' along with the criteria defining such equivalence.

In cases where a procurement activity is intricate, PIDC may engage external consultants or experts to aid in formulating or reviewing the statement of needs. However, any expert involved in preparing or reviewing these statements cannot advocate for a vendor or submit a proposal.

When applicable, and where necessary depending on the nature of the statement, the statement of needs must encompass other assessments such as an environmental impact assessment, a national security assessment and a social impact assessment and/or a gender and social analysis.

2.1.2.1 Terms of reference or scope of services

When seeking consultancy or professional services, the work to be undertaken will be clearly defined through terms of reference or a scope of services document. This detailed information should encompass:

- Project overview
- Assignment objectives
- Service scope (specific activities and tasks)
- Expected results and deliverables.
- Institutional setup
- Contractor responsibilities
- Secretariat and Member country responsibilities (if applicable)
- Service duration
- Work location
- Required qualifications.
- Bid price breakdown and payment schedule, inclusive of fee specifics.

2.1.2.2 Specification of goods

For each purchase, it's essential to outline specific details in the goods specifications, which should encompass:

- Functional specifications: Focused on the product's intended function and the necessary features for its use.
- Design specifications: Detailed descriptions including measurements, drawings, colours, and other specific characteristics.
- Technical specifications: Description of the goods' characteristics or their operational methods. It may also cover terminology, symbols, packaging, labelling, or marking requirements related to the goods being procured.
- Any additional requirements: Such as delivery schedules, PIDC's special tax exemptions, designated destinations, etc.

2.1.3 Solicitation

Initiating a solicitation involves informing potential suppliers about PIDC's intention to procure specific goods, services, or works and inviting them to provide quotes or proposals. This process aligns with the stated needs in the requisition.

The responsibility for leading the solicitation process lies with the Finance Unit, subject to approval from the PIDC board which approves the Procurement plan, depending on the procurement's value.

Any necessary changes to the statement of needs or evaluation criteria during the procurement process will require a re-evaluation under the revised statement of needs. Amending a solicitation marks a significant deviation from the standard procedure and must be justified fully, ensuring integrity, transparency, and fairness to all potential bidders. An amendment notice referencing the original RFP, indicating the amendment number, and clearly outlining the exact changes made will be posted on the PIDC website.

Evaluation by the Finance Unit will determine if ample time remains for potential bidders to consider the amended solicitation documents. If deemed insufficient, an extension to the submission deadline will be communicated in writing to all potential bidders. If adequate time exists, the original closing date will be reinstated in the amendment. Extensions will be decided considering various factors, including delivery dates.

PIDC should generally avoid cancelling solicitations, except when necessary or if the solicitation no longer serves its purpose. Justifications for cancellation may include redundant need for goods or services, substantial changes in requirements, lack of funding, or when continued solicitation isn't in PIDC's best interest.

In cases requiring solicitation cancellation before the submission deadline, the Programme Officer, in consultation with the Finance Manager, will promptly notify all interested or RFP-downloaded bidders. This notification will be expedited, typically through email or other rapid delivery means, ensuring swift communication with vendors.

2.1.4 Evaluation

The primary aim of evaluation is to allocate procurement to the most capable and responsive bidder, delivering optimal value for the resources expended. The success of each phase of procurement hinges on the fair and transparent evaluation of offers, quotes, and proposals. Adhering strictly to the ethical standards delineated in this manual is mandatory for all involved in the evaluation process.

The assessment of quotes/proposals aligns with the criteria outlined in the statement of needs. Post the completion of the solicitation process and the expiration of the quote/proposal deadline, an impartial evaluation of the received quotes/proposals ensues. This evaluation is conducted transparently and equitably to ensure parity for all bidders throughout the entire process.

2.1.5 Award of Contract

The evaluation report from the Procurement Committee will be presented to the Head of Secretariat for approval. This green light enables PIDC to initiate negotiations with the winning bidder and finalize the contract award. After the contract is signed, PIDC will disclose the name of the successful contractor on its website after unsuccessful bidders are notified. Unsuccessful bidders will be provided with feedback on their bid if they request.

2.1.6 Receipt/ Delivery

The individual making the request is tasked with verifying the receipt of services, goods, or works. In cases where the procurement involves delivery to a different country or partner agency, the receiving function may be undertaken by the counterpart within that agency. The PIDC Finance Unit mandates the submission of signed documentation confirming receipt as a prerequisite for payment processing.

2.1.7 Contract Closure

Contract closure involves administratively closing the purchase order in the system upon the final payment. All contract-related documentation is gathered, organized, and filed systematically.

For substantial purchases, conducting a vendor performance assessment upon contract closure is recommended. Feedback or an evaluation of the vendor's performance will be submitted to the Finance Unit for future procurement reference.

2.2 Evaluation Committee

PIDC will establish an Evaluation Committee to oversee procurement activities exceeding WST40,000. This committee will comprise the following:

- Chair: Deputy Head of Secretariat (voting member)
- Voting Member: Finance Manager
- Voting Member: Audit and Risk committee representative
- Voting Member: Samoa Immigration Delegate
- Non-Voting Member: Programme Officer (Secretary)

For an Evaluation Committee meeting to proceed, the presence of the Chair and at least two (2) other voting members is required to establish a quorum.

The Finance Unit will suggest members for endorsement to the Head of Secretariat. Once the proposed members receive endorsement, the list will be forwarded to the Head of Secretariat or their authorized delegate for final approval.

2.2.1 Responsibilities of the Evaluation committee

Members participating in the Evaluation Committee must possess a comprehensive understanding of this Manual and all pertinent PIDC policies and guidelines.

The responsibilities of the Evaluation Committee members include:

- Ensuring punctual attendance at agreed-upon meetings. Should any member be unable to attend a scheduled meeting, notification to the Finance Unit is required at least one week before the meeting date.
- Adherence to the stipulations outlined in this Manual, especially obligations relating to ethical conduct and due diligence.
- Conducting thorough evaluations of bids and proposals in alignment with the specific requirements outlined in the Request for Proposal for each procurement.
- Ensuring an impartial and consistent evaluation method devoid of favouritism towards any bidder.
- Reviewing procurement documents and justifications to verify completeness and appropriateness.
- Offering recommendations pertinent to a particular procurement activity.
- Providing guidance on any extraordinary processes or instances necessitating waivers from Manual requirements.

The committee collectively bears responsibility for decisions or recommendations made. In cases of disagreement during evaluations, such instances must be documented in the Evaluation report.

The Evaluation Committee Chair oversees the committee's smooth functioning, coordinates the evaluation process, and ensures its impartiality and transparency.

The Evaluation Committee Secretary's responsibilities encompass:

- Distributing and collecting impartiality and confidentiality declarations.
- Compiling and disseminating documentation for committee use.
- Recording minutes of all meetings and maintaining relevant records and documents.
- Keeping track of meeting attendance.
- Compiling evaluation reports along with their accompanying annexes
- Checks the validity and sincerity of submitted assessments with respective granting agencies.

2.2.2 Observers

For certain procurements, individuals from implementing partners or beneficiaries of the procurement may be invited to attend evaluation committee meetings as observers. Their participation as non-voting members will be authorized by the Head of Secretariat or their delegate. Prior to attendance, the requester must confirm to the Finance Unit that there is no conflict of interest.

2.2.3 Bid Opening

Upon closure of the RFP, the Finance Unit will oversee the opening of all bids and present to the Evaluation committee the following documentations, at a minimum:

The documentation presented to the Evaluation Committee will include, at a minimum:

- All information shared with bidders, encompassing advertisements and needs statements.
- Copies of all received quotations or proposals.
- Written records of communications between PIDC and bidders during the solicitation phase.

- Any technical evaluation forms or sheets utilized.

All individuals on the Evaluation Committee and any participating observers must declare their neutrality and pledge to maintain the confidentiality of the proceedings. The necessary forms will be provided by the Finance Unit during the session.

Any member of the Evaluation Committee or an observer who either has or might have a direct or potential conflict of interest with any bidder or applicant is required to disclose it. The Finance Unit will manage the arrangements and logistics for all Evaluation Committee meetings.

The Finance Unit aims to create a monthly schedule for meetings, but may also arrange additional, impromptu sessions to address specific procurement activities whenever necessary.

2.2.4 Technical evaluation

- The technical evaluation of the responses may be undertaken by the Evaluation Committee.
- For specialised or highly technical evaluations, the Evaluation Committee may include experts from outside PIDC, including representatives of external partners who serve as technical advisors to the Evaluation committee.
- Following the advice from the technical advisor, the Evaluation Committee must thoroughly evaluate bids against the technical evaluation criteria set out in the RFP. In the interests of ensuring best value for money, emphasis will be placed on quality.
- As part of the technical evaluation, the Evaluation Committee, may request the Finance Unit to seek clarifying information from some or all bidders. They may also request further due diligence, including background or reference checks, to confirm the authenticity of the information provided. The committee may decide on the extent and necessity of the background checks, depending on the associated risk and budget of the procurement activity.
- The evaluation report will be agreed by all the Evaluation Committee and will determine if a bid has qualified for financial evaluation by meeting the required technical evaluation threshold.

2.3 Procurement Threshold

The Procurement threshold serves to determine the appropriate procurement processes based on the value of the procurement. Below outlines the distinct thresholds utilized within this Manual:

2.3.1 Petty cash- $x \leq$ WST100

A petty cash arrangement is available for authorized expenses or reimbursements equal to or below WST100 related to travel allowances. Reimbursements for these expenses can be claimed by providing receipts that validate the expenditure incurred.

2.3.2 Shopping- $WST 100 < X \leq$ WST 3,000

For procurements valued between WST100 and WST3,000, at least one quotation is required. While no competitive process is mandated, seeking comparable quotes is encouraged to

ascertain the best value for money. Requestors can directly solicit quotations from vendors, and online quotes are acceptable as valid quotations.

The requestor evaluates the quotation, ensuring it aligns with the technical requirements. Approval by the Head of Secretariat or authorised delegate follows this evaluation.

2.3.3 Request for quotation- WST 3,000<X<=WST 40,000

For procurement valued at over WST 3000 and up to WST 40,000, a thorough evaluation process is necessary. At least three comparable quotations or evidence demonstrating the testing of the market by soliciting three quotes from distinct vendors must be obtained to ascertain the most advantageous offer in terms of value for money. The Finance unit is responsible for gathering quotations, which can include valid online quotes.

All prospective vendors will receive the same Request for Quotation (RFQ) documentation or technical specifications in writing to ensure fairness in the quoting process. Every communication with potential vendors will be documented and retained as part of the procurement records. Additionally, depending on the market conditions for the product or service, procurement below this threshold may also undergo an advertising process.

Upon receipt of quotes, the Finance Unit will evaluate all proposals received to make a comparative assessment. Approval of the vendor will be conducted by the Head of secretariat, following which the Finance Unit will prepare and finalize the contract.

In instances where a procurement valued at WST 40,000 or less is advertised through an RFQ to expand the pool of potential suppliers, the Finance Unit will post the RFQ on the PIDC website. Subsequently, the evaluation process will align with the RFQ evaluation criteria.

2.3.4 Request for proposal- > WST40,000

Procurement exceeding WST40,000 necessitates a local or international Request for Proposal (RFP) or tender, subject to evaluation by PIDC's Evaluation Committee. Oversight of this process to ensure alignment with the Manual's guidelines will be coordinated by the Finance Unit.

2.3.4.1 Advertising

For procurements exceeding WST40,000, the Request for Proposal (RFP) necessitates a minimum advertisement period of four weeks.

The RFP, along with the invitation letter, will be prominently displayed on the PIDC website. Additionally, its publication will be ensured on at least one technical website (to be finalized by the requester) and in a suitable newspaper other than the Government Press Secretariat. A broad advertising approach will be adopted to encourage maximum participation from potential bidders. The advertising strategy is designed to afford all interested parties an equal and fair chance to submit their proposals or quotations.

Under no circumstances will RFP documents be directly dispatched to potential bidders unless they have been shortlisted via an expression of interest. PIDC officials may, however, notify prospective bidders about the RFP's advertisement.

2.3.4.1.1 Communication with bidders or potential bidders

Upon the advertisement of an RFP, any inquiries, or requests for clarification from potential bidders must be directed to the Finance Unit using the contact details provided in the RFP document. This protocol is established to uphold a fair and transparent procurement process, ensuring that no bidder receives preferential treatment.

2.3.4.1.2 Submission of proposals electronically

All tender submissions must be sent to the designated email address provided in the RFQ or RFP and clearly indicating the RFQ or RFP number in the email subject.

2.3.4.1.3 Closing date

All proposals must be delivered by the deadline stated in the RFP document. In rare situations, particularly when a bidder has submitted their proposal before the deadline, yet due to unforeseen circumstances, it was not received on time by the Finance Unit, the bidder can provide justifications for consideration. The Finance Unit reserves the right to evaluate these justifications and, if deemed appropriate, present a recommendation to the Evaluation Committee regarding the acceptance of the proposal.

2.3.4.1.4 Extension

PIDC retains the option to extend the submission deadline when necessary. A notice of extension will be published on the PIDC website at least three (3) days before the original deadline lapses. The Finance Unit will inform previously submitting bidders, affording them the chance to resubmit their proposals prior to the revised deadline. In the event no submissions are received by the extended deadline, the Finance Unit, in collaboration with the requester, may opt to re-advertise the opportunity. The re-advertisement period will span at least two (2) weeks.

2.4 Exceptions to the Procurement process

2.4.1 Non-Competitive Procurement

PIDC will only resort to Non-Competitive Procurement (NCP), which involves procurement without competition, in exceptional situations where competitive procurement isn't practical or in the organization's best interest. All NCP requests must include a technical evaluation confirming that the sole quotation or proposal aligns with PIDC's specifications. All Requests for NCP should be routed through the Finance Unit. In a situation where an NCP is suggested or recommended by the Board, PIDC will still proceed with all due diligence checks and comply with the full process. Therefore, the Finance Unit will scrutinize any request before referring it to the PIDC Head of Secretariat or the designated authority for approval. All NCP instances will be recorded and maintained in a register by the Finance Unit. Approval for NCPs will be granted only under specific circumstances as such in a/an

2.4.1.1 Sole supplier

In cases where a particular product or service is exclusively available from a single source, an NCP (Non-Competitive Procurement) may be authorized. This situation typically arises when the goods or services are exceptionally specialized, unique, or possess proprietary characteristics, leading to a sole supplier scenario. The justification for this must be thorough,

clearly demonstrating that the recommended vendor is indeed the only available supplier in the market. The most effective way to establish the exclusivity of a vendor is by referencing a previous competitive process (such as RFQ or RFP) carried out for similar goods and services.

In instances where the required products or services are patented or involved copyright issues, submitting pertinent documentation and information about the patent or copyright becomes essential for consideration.

2.4.1.2 Emergency or crisis situation

A Non-Competitive Procurement (NCP) may receive approval in situations outlined within the Crisis Response Procedures.

2.4.1.3 Exceptionally specialized need

In unique circumstances demonstrating a clear benefit to PIDC, an NCP (Non-Competitive Procurement) might be sanctioned. This deviation from the standard competitive procurement process is warranted when the nature of the procurement is exceptionally specialized, particularly in technical or scientific aspects. Such situations may arise where the required services cannot be objectively evaluated, and conducting formal solicitations is deemed unlikely to yield satisfactory outcomes.

2.4.1.4 Standardization and compatibility

A Non-Competitive Procurement (NCP) may receive approval for acquiring equipment or spare parts that must be compatible with existing equipment. Furthermore, additional purchases from the original supplier could be sanctioned, given that the initial procurement underwent an open competitive process.

2.4.2 Special donor requirements

PIDC recognizes that certain procurement and supply management activities may be subject to unique donor requirements aligned with specific project needs. This includes situations where the donor specifies a particular contractor in project documents or mandates the utilization of their procurement policies and procedures by PIDC. Unless the procurement and supply management activities receive donor approval and specific requirements are explicitly outlined in the contribution or financing agreement, project documentation, or an agreed-upon document between PIDC and the donor, the processing of these procurement and supplies may not supersede any provisions within this Manual.

2.4.3 Project dealing with informal sectors.

Occasionally, PIDC may engage in projects alongside partners from informal sectors and other regional organizations. These partners or enterprises might lack the capacity to meet the procurement requirements outlined in this Manual. Despite this, donors may insist on PIDC enhancing the operational and technical capabilities of these partners. When collaborating with an informal sector entity, it's crucial to identify the most suitable procurement process

for effective implementation at the earliest opportunity. This process must be communicated to the donor for their approval.

Upon endorsement by the donor, the Finance Unit will draft a submission, presenting it to the Head of Secretariat or the authorized delegate. This submission will outline:

- Why the standard PIDC Procurement Manual isn't conducive to effective project implementation.
- Clear linkages of the project to the PIDC Strategic objectives and vision.
- Confirmation of the donor's endorsement or lack of objections to the proposed process.
- Risks involved, potential consequences, and proposed risk mitigation strategies. The PIDC Board's approval is necessary before any procurement activities can begin.

2.4.4 Crisis response procedures

The crisis response procedures aim to enhance PIDC's ability to swiftly address the recovery requirements of crisis-affected nations within a specified timeframe. These procedures grant greater operational adaptability for conducting procurement swiftly while maintaining accountability. It's important to note that they exclusively pertain to procurement activities directly linked to addressing the crisis at hand.

2.4.4.1 Activation of Crisis Response Procurement (CRP)

2.4.4.1.1 Declaration

The initiation of the CRP will be activated by the Head of Secretariat or their delegate, following consultation with the Board Chair. The activation will be formalized through a written declaration outlining:

- Confirmation of specific projects or programs eligible to utilize the CRP
- Any geographical or functional limitations
- Stipulated time constraints within the declaration
- Resources and finance expenditure/budget/cost?

Standard policies and procedures will remain applicable to all other programs and projects. These protocols will remain effective throughout the emergency or crisis period, subject to any restrictions outlined in the declarations by the Director-Generals or their delegates. Utilizing existing Preferred Service Agreements (PSAs) and established rosters of pre-qualified candidates is encouraged during this period.

2.4.4.1.2 Duration of Emergency or crisis period

The CRP (Critical Response Plan) declaration necessitates both an activation date and an expiry date, initially spanning a maximum of ninety (90) days. Seven (7) days before its expiry, a review is mandatory to assess if the emergency or crisis still affects regular procurement activities and to determine any projects to be excluded from the declaration.

Renewal is permissible for another ninety (90) days, but failure to renew leads to its expiration. CRP declarations are strictly for unforeseen extreme circumstances and should not serve as a means to bypass standard procurement procedures or planning.

Following the declaration, a procurement plan outlining anticipated procurement actions must be submitted to the Finance Unit.

2.4.4.2 Crisis response procedures (CRP)

The CRP declaration introduces alterations to the procurement thresholds.

2.4.4.2.1 Crisis response shopping- WST 3,000<X<=WST20,000

When the CRP is activated, the requester can utilize the procurement's "shopping" process for purchases up to a limit of WST20,000, given that:

- The items, services, or projects being procured directly address the emergency outlined in the declaration; and
- There exists evidence and rationale explaining the inability to acquire three quotes within the specified timeframe.

Insufficient planning cannot serve as a reason for not obtaining three quotes. Valid justifications might involve demonstrating that suitable suppliers are impacted by the crisis.

2.4.4.2.2 Crisis response shopping- WST20,000<X<=WST40,000

When applying the CRP (Critical Response Procedure), the requester may utilize the 'shopping' procurement process for amounts up to WST40,000, provided that:

- The goods, services, or works fall into one of these categories:
 - They are critical and urgently required items (e.g., bulk passports for member countries, procurement of Visa/immigration services, etc.).
 - They constitute immediate equipment (e.g., biometrics machines, specialized software, etc.).
 - They are necessary for immediate Immigration policy change requirements.
 - They are crucial to the national security and protection of member countries.
- There is documented evidence and justification for the inability to obtain three quotes within the stipulated time.
- There is documented evidence and justification for the urgency of the requirement.

This process is intended for use strictly within the immediate aftermath of a crisis declaration (within 30 days) as part of the initial disaster response. It's crucial to note that inadequate planning cannot serve as a valid reason for not obtaining three quotes. Acceptable justifications for not obtaining three quotes may involve evidence that relevant suppliers have been affected by the crisis.

2.4.4.2.3 Crisis Response RFP- X<WST40,000

When applying the CRP, the requester can utilize adjusted RFP protocols if the goods, services, or works are required to directly address the emergency stated in the declaration. This applies when delaying for the regular advertising period could harm PIDC's response to the emergency.

For procurements exceeding WST40,000, the RFP will be advertised for a minimum of five (5) days.

The Finance Unit in consultation with the PIDC management, has the authority to establish a temporary Evaluation Committee for urgent procurement requests. In such cases, the committee might have less than seven (7) days to review submission documents. Despite the urgency, the Committee must ensure that PIDC attains value for money in its procurement decisions.

2.4.4.2.4 Monitoring, evaluation and reporting

All documents pertaining to CRP must be stored in a dedicated folder alongside a copy of the declaration. When the emergency or crisis period concludes, the requester must furnish a comprehensive report to the Finance Unit detailing the CRP utilization. This report will encompass an evaluation of the CRP's effectiveness, insights gained, recommendations for enhancements, and feedback received from beneficiaries.

2.4.4.2.5 Accountability

The enhanced flexibility within CRP processes doesn't remove the necessity for standard due diligence, adherence to accountability standards, and the fundamental procurement principles. These remain essential and are applicable to all procedures and decisions within CRP.

2.5 Payment

2.5.1 Advance payment

PIDC generally refrains from engaging in contracts or agreements that necessitate an upfront payment for goods, services, or works.

Exceptions may occur where PIDC can advance up to 20 percent of the contract value if the advance payment is earmarked for:

- Mobilization expenses linked to civil works;
- Commencement expenses; and
- Design-related costs.

Exceeding the 20 percent threshold is possible only if it's a customary requirement by the vendor before providing goods, services, or works, provided that the advance:

- Facilitates international procurement; and
- Pertains to a crucial payment, like a booking fee for a workshop venue.

However, prior to committing to any advance payment arrangement, consultation with the Finance Unit is mandatory in all cases.

2.5.2 Contract payment

Payments for contracts will align with achieved milestones. Each payment outlined in the contract will be recorded separately as distinct line items within the purchase order.

2.5.3 Payment terms

To ensure prompt payment aligned with the contract's payment schedule, contractors must submit an invoice to PIDC. It is not PIDC's responsibility to request for an invoice. The invoice must include the following:

- Description of delivered goods or services (or achieved milestones);
- Delivery date;
- Net cost; and
- Applicable discounts or charges

PIDC commits to settling undisputed invoices within thirty (30) days of receipt; payment is not considered overdue until after this period. Additionally, a minimum of thirty (30) percent of the total contract value must be earmarked for the final payment.

2.5.4 Final payment

The contractor's final payment will only be processed upon fulfilling all contractual obligations. The criteria for meeting these obligations will vary based on the contract's nature, outlined as follows:

- For goods, PIDC must receive and approve the delivered items; and
- For services, PIDC must receive the services and approve the quality of the delivered work.

2.5.5 Direct payments

A direct payment refers to a payment made without the issuance of a purchase order.

Direct payments are applicable to the following categories:

- Utility payments;
- Customs fees and duty charges for consignments;
- Subscription charges;
- Business or software license renewals;
- Professional development fees to educational institutions;
- Credit card payments to banks;
- Internal fund transfers within or between divisions;
- Travel advances;
- Insurance premium payments;
- Legal fees; and
- Advertising for procurement and recruitment notices.

Direct payments are used under the following circumstances:

- The service cost cannot be determined before its delivery; and
- It's proven that issuing a purchase order before the delivery of goods, services, or works isn't in PIDC's best interests or is impractical.

The Finance Unit may approve limited additional categories for direct payments. All requests for direct payments processing must be routed through the Finance Unit, and payments must adhere to PIDC's financial regulations.

3 PART III- CONTRACT MANAGEMENT

Effective contract management is crucial for ensuring that both parties involved fulfil their obligations efficiently and effectively. This ensures optimal benefits for PIDC while minimizing associated risks.

Upon approval, procurement is finalized by issuing a purchase order or contract to the vendor. Once this step is completed, it's imperative that both the Finance Unit and the requester oversee the fulfilment of obligations outlined in the legally binding agreement. The requester will oversee and manage the adherence to terms, conditions, commitments, and milestones throughout the contract's duration.

Standard PIDC templates will be utilized for all contracts and legal documents. These will undergo review by the Finance Unit and be formally registered before issuance. Despite the contract being a legally binding document, a purchase order will still be generated to record all legal commitments promptly after the contract is signed. This fosters and aid effective contract and budget management.

It's important to note that PIDC doesn't provide insurance coverage for contractors' travel, health, professional indemnity, or any associated risks during service provision, including those of subcontractors or associates hired by the contractor. Additionally, PIDC isn't responsible for arrangements or payments related to visas, taxes, or duties that consultants may be liable for.

All contract-related documentation must be provided to the Finance Unit for proper filing and record-keeping.

3.1 Types of Contracts

There are a variety of contract types that PIDC uses, so that a contractor assumes either more or less responsibility. The selection of an appropriate contract type depends on the scope and nature of the goods, services or works to be procured, the uncertainties that may be involved in contract performance, and the extent to which PIDC or the contractor is to assume the risk or the cost of performance of the contract.

A contract must be signed and dated by both parties (each holding the necessary authority to bind) before it is effective.

Finance Unit can provide advice on the most appropriate contract. Example of types of contracts include:

- Purchase order;
- Contract for Professional services;
- Contract for supply; and
- Preferred supplier agreement.

3.1.1 Purchase order

A purchase order serves as PIDC's official authorization for the procurement of goods, services, or works, representing a binding contract and a commitment to payment for the intended procurement. Generated through PIDC's financial management system, it formalizes the arrangement with the vendor.

All procurement activities, excluding petty cash and direct payments, necessitate the creation of a purchase order. No commencement of work or delivery of goods/services should occur without the prior approval of the purchase order.

In circumstances requiring amendments to a purchase order after approval but before release to the vendor, the requestor must approach the Finance Unit to reopen the order. The request should include detailed reasons, justifications, and pertinent documentation for the proposed amendment. Following modifications, the revised purchase order must undergo resubmission for approval.

3.1.2 Contract for Professional services

A consultancy entails engaging an individual, organization, or firm to provide intellectual, technical or knowledge-based services, such as analysis, advice, reports, studies, assessments, or proposals. PIDC seeks consultancy services when internal expertise is insufficient, to manage peak workloads, or when leveraging external expertise proves more efficient than hiring permanent staff under PIDC terms. Consultancies typically involve specific tasks within defined timelines at agreed-upon costs. Upon identifying the need for consultancy, the requester initiates the drafting of Terms of Reference (TOR). TOR is mandatory for all consultancies, forming an integral part of the consultancy contract and serving as the basis for soliciting bids. Consultancy procurement follows the same thresholds and processes as other procurement methods, ensuring consistency and adherence to established standards.

3.1.2.1 Limits on engaging consultants

A consultant refers to an individual, entity, or organization contracted for a specific duration to:

- Deliver intellectual or knowledge-centric services such as reports, studies, assessments, and recommendations.
- Support a contracting authority in executing its technical operations and functions.
- Execute operations or functions requiring expert skills or professional capabilities typically within the contracting authority but presently unavailable.

When to engage a Consultant	When NOT to engage a consultant
<ul style="list-style-type: none">• When expertise or services aren't available within the organization.• For specialized or high-quality technical services.• To achieve economy and efficiency in operations.• When specific skills are crucial in the project's early stages, adding tangible value and potential cost savings in the future.	<ul style="list-style-type: none">• To undertake staff-related duties.• To temporarily cover an empty position left by an PIDC staff member.• In cases where the recruitment process for a new staff member in an existing role is delayed for any reason.• To fulfil ongoing responsibilities within an office.• When overseeing staff administration.• For system access purposes.

<ul style="list-style-type: none"> • When an impartial, external perspective or review is necessary for a project or issue. 	<ul style="list-style-type: none"> • To address internal staff entitlement matters.
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PIDC prohibits the engagement of a former or retired staff member as a consultant within three months of their departure from PIDC.

Exceptions to this policy include:

- Staff members whose contracts were for less than 12 months
- Where contract mandates for continuous support for a further period after end of project;
- In matters of emergencies and urgency, during uncertainties and staff are burnt out with unbearable competing priorities and demands, and the former staff who possess the necessary expertise and skills required for a project is the only available in the market;
- Instances where it's necessary to retain a staff member for a brief period post-project completion (e.g., due to donor obligations). Under these circumstances, a consultancy contract may be considered, subject to approval by the Head of Secretariat or the appropriate authority. However, the duration of such a contract shall not surpass six months.

3.1.2.2 Conflict of interest

The Procurement Manual mandates that Consultants must offer professional, unbiased advice, prioritizing PIDC's interests above any potential future work. They must avoid conflicts of interest with other projects or personal pursuits while delivering impartial guidance. PIDC retains the right to take appropriate actions to manage conflicts of interest or decline proposals if such conflicts compromise the integrity of the consultant selection process. Specific conditions apply:

- Consulting firms or individual consultants having any business or familial ties with PIDC staff members involved, directly or indirectly, in the consultant selection process cannot be awarded a contract unless conflicts are resolved as per the Procurement Manual.
- Consultants cannot accept assignments conflicting with their current obligations to other clients or jeopardizing their ability to serve PIDC's best interests.
- Firms or individual consultants engaged for project preparation or implementation consulting are ineligible to subsequently provide goods, works, or services related to their earlier involvement in those project stages.

3.1.2.3 Contract terms

Prior to commencement of work or travel, consultants and requestors must adhere to these specific consultancy guidelines:

1. Work or travel by the consultant should not commence until both parties have signed the contract.
2. The consultancy fee should encompass all expenses associated with service provision, including travel, accommodation, per diems, incidentals and other related costs.
3. PIDC prefers output-based contracts as the primary choice for consultancy engagements.

4. To process the final payment, consultants must submit the certificate for contract closure along with the end-of-services report.

3.1.3 Contract for supply

A Supply Contract entails engaging one or more suppliers to provide goods according to the specifications outlined in the Request for Quotation or Request for Proposal.

PIDC engages suppliers to procure various supplies, including but not limited to stationery, laptops, assets, and consumable items. When there's a requirement for supplies, the requester will create a detailed specification of the goods needed. For supply contracts valued at over WST40,000, a comprehensive specification of goods, quality and necessity is mandatory.

The procurement thresholds and procedures for Supply Contracts are consistent with those applied to other forms of procurement.

3.1.4 Preferred supplier agreement

PIDC utilizes Preferred Supplier Agreements (PSAs) to optimize its procurement efficiency, leveraging bulk buying power for high-volume but lower-value acquisitions.

A PSA constitutes a contractual arrangement for the provision of goods, services, or works as needed, either on a rate schedule or through quotation-based terms.

These agreements can involve one or multiple suppliers, facilitating a flexible supply of goods or services for PIDC. They might encompass varying quantities and conditions, including pricing structures. For instance, for recurring but relatively small orders, such as travel and ICT equipment, PSAs streamline procurement procedures.

Preferred suppliers are selected initially via a competitive procurement process, whether through RFQs, RFPs, or comprehensive international tenders. Once established, these agreements allow direct ordering from suppliers by PIDC requestors, adhering to the terms laid out in the PSA, thereby bypassing additional competitive bids or comparative quotations. Initially valid for a year, PSAs require confirmation of satisfactory performance for renewal before their expiration. Renewal is possible for up to three additional years, totalling a maximum term of four years. Following this period, the procurement process must be re-advertised.

Regular assessments, including supply audits, ensure compliance with agreed-upon service levels and standards. These evaluations are crucial for monitoring supplier performance and play a pivotal role in negotiating purchasing and service agreements.

Monitoring market fluctuations related to the goods, services, or works procured through PSAs is vital. Significant market changes necessitate revisiting the competitive bidding process to ensure the best value for PIDC. This review process determines whether renegotiation with the existing supplier, based on updated market conditions, or engaging a new preferred supplier through a competitive process, is more advantageous for PIDC.

3.2 Amendment to contract

Contract variations especially with regards to total financial costs is discouraged from the outset. If any substantial changes in contract requirements, for scenarios like extending the contract duration or modifying the goods, services, or works specified in the original agreement are needed, a formal contract amendment is necessary. Amendments or extensions to a contract can only be made before its expiration. PIDC ensures that revised contracts maintain optimal value compared to initial bids received during procurement.

To request a contract amendment, the requester must liaise with the Finance Unit. This request should be accompanied by the original contract, a memorandum outlining the clauses needing modification, proposed changes, and justifications for the amendments. Any amendment resulting in a more than 20% increase in the total contract value, undergoes review by the evaluation committee.

Contract amendments cannot bypass competitive processes and should not be used to evade fair procurement practices. If the cumulative value of amendments surpasses the initial contract threshold, new procurement rules for the increased value might apply, possibly requiring a new RFP. Modifying the terms of reference or deliverables mandates initiating a new competitive bidding process

3.3 Breach of Contract

In the event of a vendor violating a contract, PIDC will undertake necessary corrective measures. The individual overseeing the contract is responsible for promptly notifying the Finance Unit upon identifying any potential contract breaches. The Finance Unit will evaluate and determine suitable actions.

3.4 Post Facto and Retro Active Contract

Post-facto situations arise when services are rendered, works are completed, or goods are received without prior knowledge or approval from PIDC. Retroactive cases occur when suppliers start providing services or works, or goods are ordered but not yet delivered, without prior knowledge or approval from PIDC.

PIDC maintains a strict policy against processing post-facto and retroactive contracts.

In the event of a post-facto or retroactive situation, the Finance Unit must inform the Head of Secretariat or the authorized delegate. The requestor is required to provide the Finance Unit with a detailed explanation of the circumstances leading to the post-facto or retroactive situation. This explanation should cover how it occurred, any emergencies or unusual circumstances involved, reasons behind the delayed process, and the implemented measures to prevent similar occurrences in the future.

In instances where there has been communication and acceptance and approval via email or telephone communication and PIDC staff are aware and have approved the procurement of the goods, services and works, a purchase order can be raised before the payment is made.

3.5 Liquidated Damages

In situations prioritizing timely performance, PIDC will incorporate a liquidated damages clause (suggested at one [1] percent of the total contract amount per week) in cases where delays incur additional costs, revenue loss, or other project-related disadvantages for PIDC. This clause grants PIDC the entitlement to seek compensation by deducting a predetermined percentage for each day or week of delay as recompense for losses suffered due to non-performance or delays. Upon reaching a cumulative deduction of ten (10) percent, PIDC reserves the right to contemplate contract termination.

3.6 Contract Closure

Contract closure represents the administrative and financial conclusion of a purchase order within the system after the final payment has been processed. It involves consolidating all contract-related documentation and formally closing the purchase order. Both parties involved, namely the contractor and PIDC, certify that they have met their contractual obligations and there are no outstanding tasks or pending obligations by signing the certificate of contract closure.

In cases of significant purchases, it's considered best practice to conduct a vendor performance evaluation when closing the contract. The requestor is responsible for providing an assessment or feedback on the vendor's performance to the Finance Unit. This evaluation serves as a reference for future procurement processes.

PART IV: ANNEXES

Annex 1: Delegations of Authority

Authority	Power	Position	Limitations
to approve the formation of Evaluation Committee	To provide written or verbal approval.	Head of Secretariat	N/A
Approval of New Vendors	To provide written or verbal approval.	Head of Secretariat	N/A
to approve any derogation as per the donor requirements specifically for Informal sectors	To provide written or verbal approval.	PIDC Board	N/A
To approve the Procurement plan quarterly	To provide written or verbal approval.	PIDC Board	N/A
To approve all procurement valued at over WST 40,000	To provide written or verbal approval.	Head of Secretariat	N/A
To approve all conflicts of interest and perception of bias	To provide written or verbal approval.	Head of Secretariat	N/A
To approve award of contract for procurement over WST40,000	To provide written or verbal approval.	Head of Secretariat	N/A
Waiver of email procedure.	To provide written or verbal approval.	Head of Secretariat	N/A
To approve the inclusion of observers as non-voting members of the evaluation committee	To provide written or verbal approval.	Head of Secretariat	N/A
Activation of Crisis Response Procurement	To provide written or verbal approval.	Head of Secretariat and Chair of PIDC Board	N/A

Annex 2: Procurement Levels and Authority

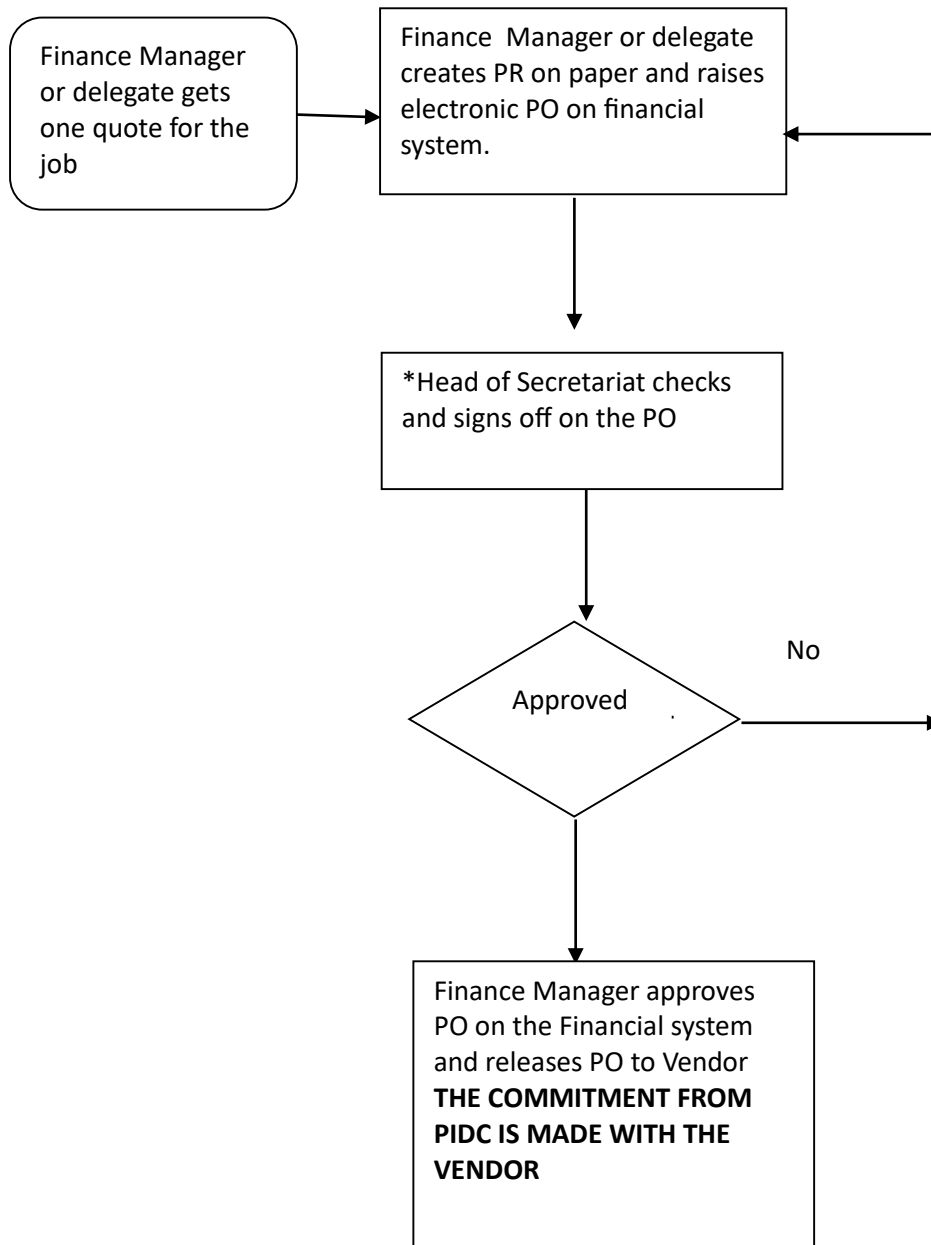
Levels of Procurement	Methods of Procurement	Source of Advertisement	Solicitation Duration	Approval
X ≤ WST 100	Petty cash		<i>Ad hoc</i>	Finance Unit and Head of Secretariat
X ≤ WST 100 < X ≤ WST 3,000	At least one quote required	Request for Quotation sent directly to prospective vendors		Finance Unit and Head of Secretariat
WST 3,000 < X ≤ WST 40,000	Three responsive and comparable quotations required	Request for Quotation sent directly to vendors.		Finance Unit and Head of Secretariat
	Non-competitive Procurement			Approval required from Head of Secretariat through the Finance Unit
X > WST 40,000	Full tender – Request for Proposal	Advertisement to be posted on PIDC website.	At least four weeks	Evaluation Committee evaluates and recommends for approval.
	All qualified proposals evaluated by Procurement Evaluation Committee	At least one local daily newspaper		Final approval by the Head of Secretariat or designate as per the manual of delegations.
	Non-competitive Procurement			Approval required from Head of Secretariat through the Finance Unit or designate as per the manual of delegations, through the Evaluation Committee

The procurement levels mentioned above are for individual procurement valued at each threshold or aggregate of like items purchased from the same vendor within one accounting year.

Annex 3: Flow chart of approval process for shopping (one quote) and RFQ (3 quotes)

One quote only <= \$WST3,000

For expenses which is less than or equal to \$WST3,000, only one quote is required.

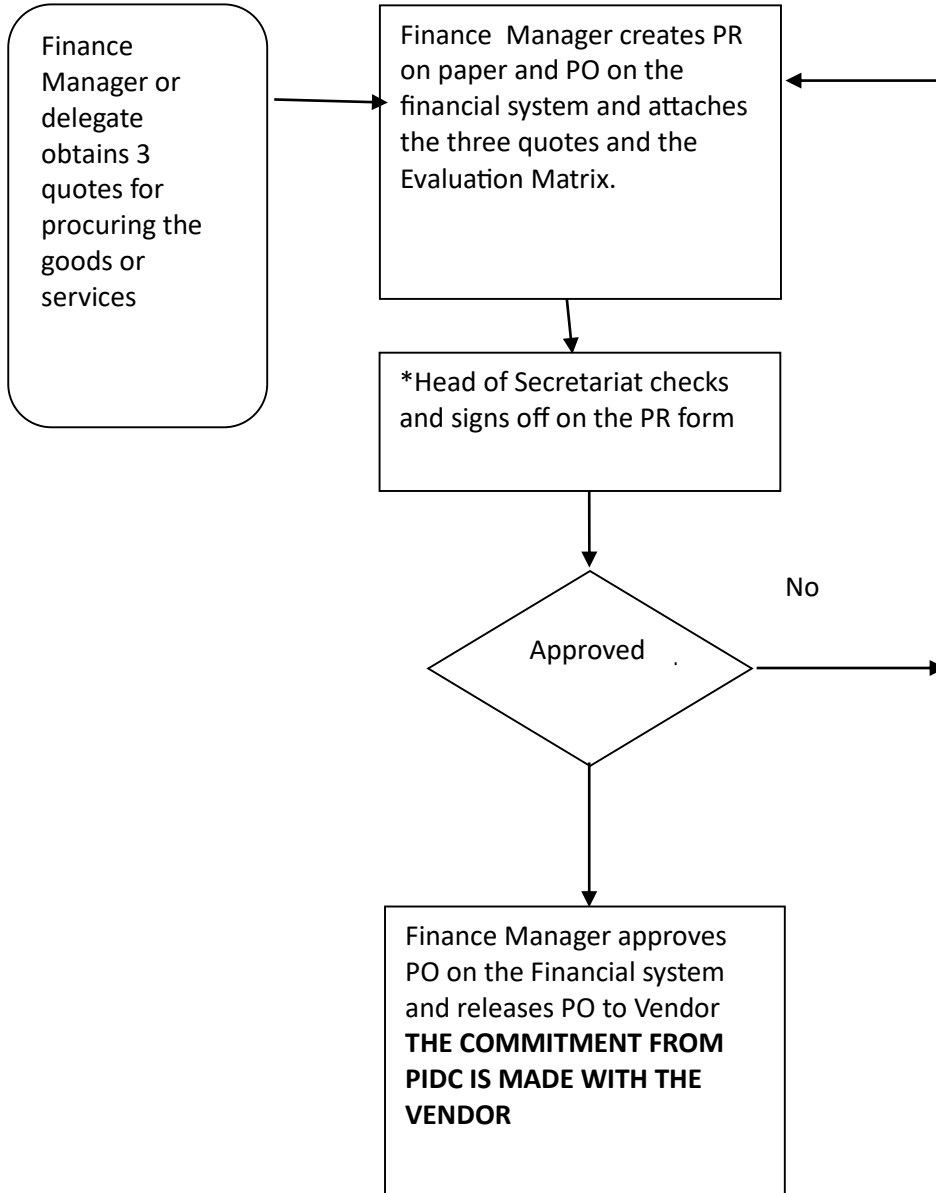


*The Head of Secretariat when approving indicates their approval of:

- the purchase;
- the use of the quoted supplier;
- the particular charge code being used; and as having ensured the item is within the limits of the budget item.

3 Quotes or an RFQ (depending on nature of the procurement) \geq \$WST 3,001 - \leq \$WST \$WST40,000.

It is mandatory to attach three quotations for any purchase which is more than \$WST3,001 and less than or equal to \$WST40,000.



*The Head of Secretariat when approving indicates their approval of:

- the purchase;
- the use of the quoted supplier;
- the particular charge code being used; and as having ensured the item is within the limits of the budget item.

Annex 4: Table of Roles and Responsibilities

Role	Responsibility	Approval Delegation
ALL PIDC staff and non-staff personnel	<ul style="list-style-type: none"> • Adhere to the responsibilities outlined in PIDC's Employee Regulations, this Manual, and any relevant rules or regulations. • Uphold the credibility of PIDC's procurement process and safeguard its reputation. • Keep accurate records and documentation to track all procurement decisions related to goods, services, and works acquired by PIDC. • Utilize PIDC's electronic procurement/finance systems to maintain an accountable trail of decision-making processes. 	<ul style="list-style-type: none"> • NOT APPLICABLE
The Requestor	<ul style="list-style-type: none"> • Plan their procurement; • Participate in the procurement activity closely engaged with the finance unit ; and • Be accountable for any approval done within the finance unit and for the custody of the related source documents. 	<ul style="list-style-type: none"> • NOT APPLICABLE
The Finance Section	<ul style="list-style-type: none"> • Assist the Requestor throughout the procurement process. • Keep the Corporate Procurement Plan up to date. • Facilitate meetings of the Evaluation Committee, Audit & Risk Subcommittee as needed and prepare relevant documentation. • Ensure adherence to the guidelines outlined in this Manual during the procurement process. • Manage records of Requests for Proposals (RFPs) and procurement contracts in comprehensive registers. • Maintain the Corporate Gift Register and Hospitality Register. • Keep the Insurance Claim Register current. • Manage the Vendor Protest Register. • Maintain the Conflict-of-Interest Register. • 	<ul style="list-style-type: none"> • NOT APPLICABLE
The Evaluation Committee	<ul style="list-style-type: none"> • Ensuring punctual attendance at agreed-upon meetings. Should any member be unable to attend a scheduled meeting, notification to the Finance Unit is required at least one week before the meeting date. • Adherence to the stipulations outlined in this Manual, especially obligations relating to ethical conduct and due diligence. • Conducting thorough evaluations of bids and proposals in alignment with the specific requirements outlined in the Request for Proposal for each procurement. 	<ul style="list-style-type: none"> • NOT APPLICABLE

	<ul style="list-style-type: none"> • Ensuring an impartial and consistent evaluation method devoid of favoritism towards any bidder. • Reviewing procurement documents and justifications to verify completeness and appropriateness. • Offering recommendations pertinent to a particular procurement activity. • Providing guidance on any extraordinary processes or instances necessitating waivers from Manual requirements. • The committee collectively bears responsibility for decisions or recommendations made. In cases of disagreement during evaluations, such instances must be documented in the Evaluation report. • The Evaluation Committee Chair oversees the committee's smooth functioning, coordinates the evaluation process, and ensures its impartiality and transparency. 	
The Secretary of the Evaluation Committee	<ul style="list-style-type: none"> • Distributing and collecting impartiality and confidentiality declarations. • Compiling and disseminating documentation for committee use. • Recording minutes of all meetings and maintaining relevant records and documents. • Keeping track of meeting attendance. • Compiling evaluation reports along with their accompanying annexes. 	<ul style="list-style-type: none"> • NOT APPLICABLE
Head of Secretariat	<ul style="list-style-type: none"> • to approve the formation of Evaluation Committees • To approve new vendors • To approve all procurement • To approve all conflicts of interest and perception of bias • To approve award of contract • Waiver of email procedure. • To approve the inclusion of observers as non-voting members of the evaluation committee • Activation of Crisis Response Procurement 	<ul style="list-style-type: none"> • Approve the Formation of Evaluation Committees • Approve new vendors • Approve all procurement • Approve all conflicts of interest and perception of bias • Approve award of contract • Approve waiver of email procedure • approve the inclusion of observers as non-voting members of the evaluation committee • Approve/Activate Crisis Response Procurement
PIDC Board	<ul style="list-style-type: none"> • to approve any derogation as per the donor requirements specifically for Informal sectors 	<ul style="list-style-type: none"> • Approve special derogations as per any

	<ul style="list-style-type: none"> To approve the Procurement plan quarterly 	<p>specific donor requirements</p> <ul style="list-style-type: none"> Approve the Procurement plan during every board meeting (quarterly).
PIDC Chair	<ul style="list-style-type: none"> Activation of Crisis Response Procurement 	<ul style="list-style-type: none"> Approve/Activate Crisis Response Procurement

Annex 5: Templates



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

RFQ [PIDC Reference number]

REQUEST FOR QUOTATION (RFQ) FOR SERVICES

Project Title:	<i>[Project Title]</i>
Nature of the services	<i>[insert brief details on the nature of the services]</i>
Location:	<i>[Insert location for the services to be delivered]</i>
Date of issue:	<i>[Date the RFQ is issued]</i>
Closing Date:	<i>[Closing Date]</i>
PIDC Reference:	[PIDC Reference number]

P.O. Box 1881, Apia, Samoa, Ph: +685 29107

info@pidcsec.org www.pidcsec.org

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Part 1: INTRODUCTION

1.1 About the Pacific Immigration Development Community (PIDC)

The Pacific Immigration Development Community (PIDC) was established in 1996 and is a forum for official immigration agencies of the Pacific Region. PIDC enables Heads of immigration agencies to discuss issues of mutual interest and to foster multilateral co-operation and mutual assistance aimed at strengthening members' territorial borders and the integrity of their entry systems. For more information about PIDC and the work that we do, please visit our website: <https://www.pidcsec.org/about-us/>

1.2 PIDC's procurement activities

PIDC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Manual.

For further information or enquiries about PIDC's procurement activities, please visit the procurement pages on our website: <https://www.pidcsec.org/about-us/> or email: info@pidcsec.org

1.3 PIDC's Request for Quotation (RFQ) Process

At PIDC, procurement valued at more than WST 3001 and less than or equal to WST 40,000 requires an evaluation of at least three quotations to determine the offer that provides the best value for money through a Request for Quotation (RFQ) process.

This RFQ sets out PIDC's requirements for a project and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information.

Your participation confirms your acceptance of PIDC's conditions of participation in the RFQ process.

Part 2: INSTRUCTIONS TO BIDDERS

2.1 Background

PIDC invites you to submit a quotation to deliver the services as specified in [Part 3](#).

PIDC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [insert PIDC Contact email] and with the subject line of your email as follows: **Submission [PIDC Reference]**.

The supporting documents expected in this RFQ are:

- Conflict of interest declaration form available in Part 5 link to be completed
- *[mention any necessary supporting document: technical proposal form, CV, cover letter, work-plan, etc.]*

Your submission must be clear, concise, and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by *[Closing Time]* *[Time zone]* on *[Closing Date]*.

2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

PIDC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of PIDC.

In the event of a bid being accepted, procurement will take place under PIDC's General Terms and Conditions of contract and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

2.4 Key Contacts

Please contact PIDC should you have any doubt as to what is required or if we can help answer any questions that you may have.

[PIDC Contact] will be your primary point of contact for this RFQ and can be contacted at *[PIDC Contact Email]*.

Details will be kept of any communications between PIDC and bidders. This assists PIDC to ensure transparency of the procurement process. While PIDC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, PIDC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the goods.

2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while PIDC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
RFQ sent to potential vendors	<i>[Date RFQ is issued]</i>
RFQ Closing Date	<i>[RFQ Closing Date]</i>
Award of Contract	<i>[Date Expected for Contract Award]</i>
Commencement of Contract	<i>[Date Expected for Commencement of Contract]</i>
Conclusion of Contract	<i>[Date Expected for Conclusion of Contract]</i>

2.6 Legal and compliance

Confidentiality: Unless otherwise agreed by PIDC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and any related documents as confidential. PIDC will also treat the information it receives from the bidders as confidential.

Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify PIDC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFQ process. If you have any familial connection with PIDC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to PIDC** the conflict of interest and declaration form available in Part 5 below.

Breach of this requirement can result in PIDC terminating any contract with a successful bidder.

Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in [*Choose currency*] and must be net of any direct or indirect taxes and duties and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

No offer of contract or invitation to contract: This RFQ is not an offer to contract or an invitation by PIDC to enter into a contract with you.

Privacy: The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ.

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of PIDC in connection with any contract which may (or may not) follow on from this RFQ process.

2.7 Complaints process

Bidders that consider they were not treated fairly during any PIDC procurement process may lodge a protest. The protest should be addressed to info@pidcsec.org. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: TERMS OF REFERENCE

A. Background/context

[Insert information related to background:]

- *Provide an overview of the project and the context of the required services*
- *Emphasize the relevance/purpose of the services while establishing its importance, indispensability, impact and/or consequence (e.g., to provide the baseline information for management decision, to generate lessons learned and best practices in preparation for the succeeding phase, etc.)*
- *Explain thoroughly the peculiarity of the setting of the project or the services required, if any (e.g., security risks involved in conducting the work in certain communities, certain attitudes and behaviour unique to the stakeholders, foreseen difficulties in undertaking the work, lessons/experience from previous Contractor of the same work, etc.)*
- *Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]*

B. Purpose, objectives, scope of services

[Insert information related to the purpose, scope and objectives of the services:]

- *List down major activities to be undertaken by Contractor*
- *Briefly describe the required activities (scope, location, subjects, etc.) and other information that will help prospective bidders understand the nature of the work*
- *If possible, it is always best to list down per activity the literature/data/information already on hand and may be made available to the Contractor as reference/input to the activity. If the said literature/data/information cannot yet be provided as annex to the TOR, the TOR should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)*
- *Specify the specific working conditions or constraints associated with the assignment (mandatory location to provide the services, partners and collaborators involved, etc.)*
- *List the expected written/tangible outputs in detail (number of reports, number of pages, precise technical specifications, format, etc)*
- *Specify the time constraints of the project (availability of partners, reporting deadlines to the donor, etc.)*
- *Include intangible results of the work, if any.]*

C. Timelines

[Insert information related to the timeline:]

- *State expected duration of work/total no. of days/weeks/months of engagement*
- *Indicate target date of commencement of the work and expected completion date, including conditions to both, if any, justifying the timing, if necessary.*
- *Present schedule/target deadline for the delivery of each of the expected outputs. If the specific dates are too variable and cannot yet be defined, the span of time from the commencement*

of the work should instead be indicated (e.g., 2nd week from Issuance of Notice to Proceed, 1 week after signing of the contract, etc.).

- Break down the work duration into projected number of days/weeks/months per major activity or per nature of work. (e.g., 1 full week of field work, 2 months of continuous interview, 5 days data gathering, 1-month full-time desk work, etc.)
- Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the consultancy.]

D. Reporting and contracting arrangements

- [Insert information related to reporting and contracting arrangements:
- Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from.
- Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.)
- Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with in the course of the work.
- Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.
- Identify the Contractor's duty station, mentioning the location of field works or other activities where traveling will be necessary.
- State whether the Contractor will be required to report regularly or be present at a certain office during the work, including frequency of reporting if intermittent.
- Warning: if the service is governed by certain international standards related to the profession (copyright, software, video, images and photos, etc.), please specify very clearly the scope of use by PIDC of the materials protected by these rights: for how long, what geographical area, what type of use (always non-commercial, sometimes public distribution, sometimes reproduction, etc.), etc. In case of doubt please ask Legal.
- If travel is required – please provide details for arrangements and payments (PLEASE NOTE THAT PIDC will pay or reimburse Contractors for additional costs ONLY WHEN bidders are expressly requested in the TOR to mention these possible additional costs AND the contractor has estimated the amount of these additional costs in his financial proposal AND the contract mentions, in addition to the fees due to the contractor, a maximum amount payable by PIDC for additional costs (travel and any additional costs)]

E. Skills and qualifications

- [Insert information related to skills and qualification:
- Set minimum number of years of work experience on the preferred field of practice
- Identify special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document approval from a certain donor, etc.)
- If a team of experts need to be formed, indicate the maximum number of team members and specify the recommended qualifications of each team member if a set of varied ones are required.

F. Scope of Bid Price and Schedule of Payments

- *[Insert information related to scope of bid price and schedule of payments:*
- *State whether the contract price is lump sum payments based on milestones or time based.*
- *Specify the cost components that the bidder must include in the computation of contract price which should include professional fees, management and operating costs, travel costs, per diems and any other administrative costs.*
- *Specify the milestone activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment (e.g., 30% upon submission of the Final Report to PIDC and issuance of a Certificate of Acceptance of the output.)*
- *Specify that the terms of payment shall be in accordance with the provisions of Article 10 of the PIDC General Conditions]*

Milestone/deliverables	Deadline	% payment
TOTAL		

G. Annexes to the Terms of Reference

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the TOR. Only non-confidential documents can be shared.

Add any templates (reports, budgeting, etc.) that may be required for the project.]

Part 4: PROPOSAL EVALUATION MATRIX

4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder from the RFP at the bid opening committee stage.]</i></p>		<p>Mandatory requirements. Bidders will be disqualified if any of the requirements are not met</p>
Technical requirements		
<p>Technical requirement 1: <i>[name and insert description of the technical requirement: This can be the number of similar past experiences or the number of years of experience on the same type of assignment, the number of similar completed assignments etc. Details of these experiences or assignments must be provided by the Bidder]</i></p>	0%	0
<p>Technical requirement 2: <i>[name and insert description of the technical requirement: It can be the way in which the selected service provider will have to undertake the mission: by providing staff, consultants, on site, with meetings of partners, by offering trainings, by offering visules, graphics, videos etc]</i></p>	0%	0
<p>Technical requirement: <i>[name and insert description of the technical requirement: This may be the software needed to carry out the mission, the minimum number of people to form a team, specific skills sought in its staff: lawyers, auditors, graphic designers, project managers, etc.]</i></p>	0%	0
<p>Technical requirement: <i>[name and insert description of the technical requirement: This may be special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document, close links with local entities on a distant project, approval or experience from a certain donor, etc..]</i></p>	0%	0
<p>Other: <i>[other requirements]</i></p>	0%	0
Total Score	100%	700

Part 5: Conflict of Interest declaration

CONFLICT OF INTEREST DECLARATION

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from PIDC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

RFQ [PIDC Reference number]

REQUEST FOR QUOTATION (RFQ) FOR GOODS

Project Title:	<i>[Project Title]</i>
Nature of the goods	<i>[insert brief details on the nature of the goods]</i>
Location:	<i>[Insert location for the goods to be delivered]</i>
Date of issue:	<i>[Date the RFQ is issued]</i>
Closing Date:	<i>[Closing Date]</i>
PIDC Reference:	[PIDC Reference number]

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2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [insert PIDC Contact email] and with the subject line of your email as follows: **Submission [PIDC Reference]**.

The supporting documents expected in this RFQ are:

- Conflict of interest declaration form available in Part 5 link to be completed.
- *[mention any necessary supporting document: technical proposal form, CV, cover letter, work-plan, etc.]*

Your submission must be clear, concise and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

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Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

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Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify PIDC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFQ process. If you have any familial connection with PIDC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to PIDC** the conflict of interest and declaration form available in Part 5 below.

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Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in [*Choose currency*] and must be net of any direct or indirect taxes and duties, and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

No offer of contract or invitation to contract: This RFQ is not an offer to contract or an invitation by PIDC to enter into a contract with you.

Privacy: The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ.

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of PIDC in connection with any contract which may (or may not) follow on from this RFQ process.

2.7 Complaints process

Bidders that consider they were not treated fairly during any PIDC procurement process may lodge a protest. The protest should be addressed to infor@pidcsec.org. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: SPECIFICATION OF GOODS

A. Background/context

[Insert information related to background:]

- Provide an overview of the project and the context in which the provision of the goods is required.
- Explain the reasons for the procurement of these goods.
- Underline the relevance/purpose of the purchase of these goods as well as their importance, indispensability, impact and/or consequence on the successful implementation of the project
- Explain in detail the specificity of the project setting, if any (e.g. risks related to the remoteness of the delivery area, difficulties with transport, security, constraints related to working in certain communities, certain attitudes and behaviours of the stakeholders, anticipated difficulties in undertaking the work, lessons/experiences from previous contractors of the same work, etc.).
- Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]

B. Functional Specification

[Insert information on the functional specification of the goods:]

- Define the function or desired role of the products being procured.
- Define the task or desired result by focusing on what is to be achieved rather than how it is to be done to encourage the bidder to provide innovative solutions.]

C. Design Specification

[Insert information about the design specification of the goods:]

Design specification explain the products required and specifies how the user would want to perform and as well as interact with it.

- Provide details of the products required. Could include required dimensions, environmental and sustainability factors, ergonomic factors, colours, and any drawings or data sheets, safety requirements, OHS requirements, chemical handling, related safety instruction (for use, handling, disposal, etc.).

(The types of specifications listed above can be use singularly or in combination.)]

D. Technical specification

[Insert information about the technical specification of the goods:]

Technical Specification is a detailed description of the technical requirements of the product. It describes the characteristics of the products to be procured and related operating methods.

- Provide details on the technical requirement for each item (technical specifications, specific design or material required, quality, the quantity required, with reference to relevant standards of the material, etc.) and any other technical and operational information and documentation that will help prospective bidders understand the requirements and to clearly understand the specifications

of the supply. This can include terminologies, symbols, standards, marking or labelling requirements, engine capacity and details of materials used.

- No Brand should be named or required in the list, only generic and standard technical information (except in the case of compatibility purposes).
- Defines the acceptance criteria for the products. If possible, list down per item the technical data/specific information/national and international standards to which the contractor will be expected to comply with. Describe the compatibility and standardisation requirements if any. If the said literature/data/information cannot yet be provided as annex to the Technical Specifications, the Technical Specifications should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)]

E. Delivery Requirements

- [Mention expected delivery date, place and time and other relevant details:
- If products are required for an urgent or crisis requirement, then the urgency and the critical need for delivery should be emphasised and detailed.
- Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the delivery.
- Any late delivery penalty which may be applicable.
- Any potential supply chain issues and risks could be highlighted for the bidder to provide mitigating factors.
- Details of Insurance and other commercial, transfer and delivery requirements for the procurement. For more details on the basic standards required by PIDC, see section 7 of PIDC General terms and Conditions of Contract.
- Details of clearance requirements at port including customs and quarantine clearances.
- Details of all transportation mode used for the transfer of the products.
- Provide details of checks which will be required to confirm delivery and receipt of product by PIDC.]

F. Warranty Requirements (when applicable)

[Insert any warranty requirements for the products to be detailed:

- After sales service or availability of spare parts requirements to be detailed.
- Any other additional services.]

G. Reporting Arrangements

[Insert information related to reporting arrangements:

- Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance during the process for ordering and delivery of the products.
- Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.) or upon delivery (partial or total).
- Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with during the order and delivery of the products.
- Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.]

H. Scope of Bid Price and Schedule of Payments

[Insert information related to scope of bid price and schedule of payments:

- *Specify the cost components that the bidder must include in the computation of contract price, which could include any manufacture, assembly and delivery/freight cost depending on the delivery arrangements, and installation and/or training costs.*
- *Specify the milestone/activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment.*
- *Examples of milestones for supply could be: “upon confirmation of bill of lading” or “upon confirmation of receipt of products.”]*

Milestone/deliverables	Deadline	% payment
TOTAL		

I. Annexes to the Specification of Goods

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the Specification of Goods. Only non-confidential documents can be shared.

Add any templates (reports, budgeting, etc.) that may be required for the project.]

Part 4: PROPOSAL EVALUATION MATRIX

4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder.]</i></p>	Bidders will be disqualified if any of the requirements are not met	
Technical requirements		
Functional specification: <i>[insert description of the functional specification]</i>	0%	0
Design specification: <i>[insert description of the Design Specification]</i>	0%	0
Technical specification: <i>[insert description of the Technical Specification]</i>	0%	0
Qualifications/Knowledge/Experience <i>[insert other experience or qualification required]</i>	0%	0
Other: <i>[other requirements]</i>	0%	0
Total Score	100%	700

Part 5: Conflict of Interest declaration

CONFLICT OF INTEREST DECLARATION

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from PIDC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

REQUEST FOR PROPOSAL

RFP No: [insert RFP No.]

DATE: [insert date]

SUBJECT:

You are requested to submit a comprehensive proposal for the above RFP as per the Terms of Reference set out in Annex II.

To enable you to submit a Proposal please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Terms of Reference, containing a description of PIDC's requirements for which the services are being sought
- Annex III:** Proposal submission form
- Annex IV:** Technical Proposal Submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Bidders Insurance Statement
- Annex VII:** Conflict of interest declaration
- Annex VIII:** Due Diligence Questionnaire
- Annex IX:** PIDC General Conditions of Contract

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours Sincerely

PIDC Secretariat

INSTRUCTIONS TO BIDDERS***Request for Proposal (RFP) No:*****1. Submission of Proposals****1.1.** Your Proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Conflict of interest declaration
- c. Annex V: Due Diligence Questionnaire
- d. Annex VI: Technical Proposal submission form, including:
 - A letter of interest with brief description of the company as well as its expertise area(s),
 - and an explanatory note as to how you think your skills and experience will match the scope and requirements of the RFP, in particular each of the area(s) being bid for relative to the competency requirements listed in Section 8.5.
- e. Annex VII: Financial Proposal submission form

1.2. Proposals must be received by PIDC at the **[insert email address]** on or before **[insert date] no later than [insert time] (Samoa Time)**. Any proposal received after this date may be rejected. PIDC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by PIDC at its own initiative or in response to a clarification requested by a prospective bidder.

1.3. All proposals submitted, correspondence, and related documents, shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the translated document will be used for processing and evaluation purposes.

1.4. All prices in the proposals must be presented in **WST** and inclusive of all taxes.

1.5. For all proposals received before the deadline, PIDC will send a formal acknowledgement of receipt to the Bidder.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the RFP is provided in Table 1 below:

Table 1: RFP timelines and due dates		
	Date	Time
<i>Deadline for seeking clarification from PIDC</i>		
<i>Deadline for the submission of tenders</i>		

3. Bidders' responsibilities

3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.

3.2. The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; PIDC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.

3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedure whatever his own conditions of sale may be, which he hereby waives.

3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-

public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.

3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.

3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address info@pidcsec.org **ONLY**. The deadline for submission of clarifications is **[insert date and time]**.

3.7.2. Any prospective bidder seeking to arrange individual meetings with PIDC during the RFP period may be excluded from the RFP procedure.

3.7.3. No clarification meeting / site visit will be undertaken.

4. One Proposal per Bidder

4.1. Each bidder shall submit only one proposal for this, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawals of Proposals

5.1. The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by PIDC prior to the deadline prescribed for submission of Proposals. The bidder's withdrawal notice shall be sent to the email address info@pidcsec.org

5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

6.1. Bidders shall be bound by their bids for a period of **120** days from the deadline for submission of proposals.

6.2. The successful bidder will be bound by their proposal for a further period of 60 days following receipt of the notification that they have been selected to enable PIDC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be published on the PIDC website prior to the deadline for receipt to enable bidders to take appropriate actions.

7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by PIDC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. Opening and Evaluation of Proposals

8.1. Upon closure of the RFP, the Finance Unit will oversee the opening of all bids submitted via the email address provided in the RFP and present to the Evaluation Committee.

8.2. To assist in the examination, evaluation and comparison of Proposals, PIDC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

8.3. The Evaluation Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

8.4. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (**Annex II**).

8.5. The technical component, which has a total possible value of **700 points**, will be evaluated using the following criteria:

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder from the RFP at the bid opening committee stage.]</i></p>	<p>Mandatory requirements. Bidders will be disqualified if any of the requirements are not met</p>	
Technical requirements		
<p>Technical requirement 1: <i>[name and insert description of the technical requirement: This can be the number of similar past experiences or the number of years of experience on the same type of assignment, the number of similar completed assignments etc. Details of these experiences or assignments must be provided by the Bidder]</i></p>	0%	0
<p>Technical requirement 2: <i>[name and insert description of the technical requirement: It can be the way in which the selected service provider will have to undertake the mission: by providing staff, consultants, on site, with meetings of partners, by offering trainings, by offering visules, graphics, videos etc]</i></p>	0%	0
<p>Technical requirement 3: <i>[name and insert description of the technical requirement: This may be the software needed to carry out the mission, the minimum number of people to form a team, specific skills sought in its staff: lawyers, auditors, graphic designers, project managers, etc.]</i></p>	0%	0
<p>Technical requirement 4: <i>[name and insert description of the technical requirement: This may be special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document, close links with local entities on a distant project, approval or experience from a certain donor, etc..]</i></p>	0%	0
<p>Other: <i>[other requirements]</i></p>	0%	0
<p>Total Score</p>	100%	700

- 8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 points (70%).
- 8.7. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail, and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 8.8. The financial component of the proposal will be scored based on the daily fee or cost per analysis.
- 8.9. The lowest financial proposal will be awarded maximum 300 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 300$

- 8.10. Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

8.11. The total cost of the proposal is inclusive of all taxes and is fixed and not subject to revision.

9. Award of Contract

9.1. PIDC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the reason for PIDC's action.

9.2. PIDC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.

9.3. Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it PIDC.

10. Bidder Protest

10.1. If a bidder involved in a PIDC procurement process considers they were not treated fairly, or that PIDC failed to properly follow the requirements of the Procurement Manual, then that bidder may lodge a protest.

10.2. To lodge a protest, you can email info@pidcsec.org with your allegations. Your protest will need to include:

- your full contact details;
- the details of the relevant procurement;
- the reasons for your protest, including how the alleged behaviour negatively impacted on your bid;
- copies of any documents supporting your grounds for protest;
- the relief that is sought.

10.3. Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

10.4. Your protest will be received in good faith and will not impact your involvement in future bids.

Annex II: TERMS OF REFERENCE

A. Background/context

[Insert information related to background:]

1. Provide an overview of the project and the context of the required services
2. Emphasize the relevance/purpose of the services while establishing its importance, indispensability, impact and/or consequence (e.g., to provide the baseline information for management decision, to generate lessons learned and best practices in preparation for the succeeding phase, etc.)
3. Explain thoroughly the peculiarity of the setting of the project or the services required, if any (e.g., security risks involved in conducting the work in certain communities, certain attitudes and behaviour unique to the stakeholders, foreseen difficulties in undertaking the work, lessons/experience from previous Contractor of the same work, etc.)
4. Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]

B. Purpose, objectives, scope of services

[Insert information related to the purpose, scope and objectives of the services:]

5. List down major activities to be undertaken by Contractor
6. Briefly describe the required activities (scope, location, subjects, etc.) and other information that will help prospective bidders understand the nature of the work
7. If possible, it is always best to list down per activity the literature/data/information already on hand and may be made available to the Contractor as reference/input to the activity. If the said literature/data/information cannot yet be provided as annex to the TOR, the TOR should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)
8. Specify the specific working conditions or constraints associated with the assignment (mandatory location to provide the services, partners and collaborators involved, etc.)
9. List the expected written/tangible outputs in detail (number of reports, number of pages, precise technical specifications, format, etc)
10. Specify the time constraints of the project (availability of partners, reporting deadlines to the donor, etc.)
11. Include intangible results of the work, if any.]

C. Timelines

[Insert information related to the timeline:]

12. State expected duration of work/total no. of days/weeks/months of engagement
13. Indicate target date of commencement of the work and expected completion date, including conditions to both, if any, justifying the timing, if necessary.
14. Present schedule/target deadline for the delivery of each of the expected outputs. If the specific dates are too variable and cannot yet be defined, the span of time from the commencement of the work should instead be indicated (e.g., 2nd week from Issuance of Notice to Proceed, 1 week after signing of the contract, etc.).
15. Break down the work duration into projected number of days/weeks/months per major activity or per nature of work. (e.g., 1 full week of field work, 2 months of continuous interview, 5 days data gathering, 1-month full-time desk work, etc.)
16. Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the consultancy.]

D. Reporting and contracting arrangements

- *[Insert information related to reporting and contracting arrangements:]*
- Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from.
- Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.)

- Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with in the course of the work.
- Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.
- Identify the Contractor's duty station, mentioning the location of field works or other activities where traveling will be necessary.
- State whether the Contractor will be required to report regularly or be present at a certain office during the work, including frequency of reporting if intermittent.
- Warning: if the service is governed by certain international standards related to the profession (copyright, software, video, images and photos, etc.), please specify very clearly the scope of use by PIDC of the materials protected by these rights: for how long, what geographical area, what type of use (always non-commercial, sometimes public distribution, sometimes reproduction, etc.), etc. In case of doubt please ask Legal.
- If travel is required – please provide details for arrangements and payments (PLEASE NOTE THAT PIDC will pay or reimburse Contractors for additional costs ONLY WHEN bidders are expressly requested in the TOR to mention these possible additional costs AND the contractor has estimated the amount of these additional costs in his financial proposal AND the contract mentions, in addition to the fees due to the contractor, a maximum amount payable by PIDC for additional costs (travel and any additional costs))

E. Skills and qualifications

- [Insert information related to skills and qualification:
- Set minimum number of years of work experience on the preferred field of practice
- Identify special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document approval from a certain donor, etc.)
- If a team of experts need to be formed, indicate the maximum number of team members and specify the recommended qualifications of each team member if a set of varied ones are required.

F. Scope of Bid Price and Schedule of Payments

- [Insert information related to scope of bid price and schedule of payments:
- State whether the contract price is lump sum payments based on milestones or time based.
- Specify the cost components that the bidder must include in the computation of contract price which should include professional fees, management and operating costs, travel costs, per diems and any other administrative costs.
- Specify the milestone activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment (e.g., 30% upon submission of the Final Report to PIDC and issuance of a Certificate of Acceptance of the output.)
- Specify that the terms of payment shall be in accordance with the provisions of Article 10 of the PIDC General Conditions]

Milestone/deliverables	Deadline	% payment
TOTAL		

G. Annexes to the Terms of Reference

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the TOR. Only non-confidential documents can be shared. Add any templates (reports, budgeting, etc.) that may be required for the project.]

PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFPxx/xxxx

Pacific Immigration Development Community Secretariat (PIDC)
Procurement Unit
P O BOX 1881
SAMOA
Email: info@pidcsec.org

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- PIDC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of PIDC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of PIDC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither PIDC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.
- We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Company Name:

Position of Representative:

Name of Representative:

Signature of Representative:

Dated this _____ day of _____ 20_____

ANNEX IV**TECHNICAL PROPOSAL SUBMISSION FORM***Request for Proposal (RFP) no:***PART A: Organisational Background/ Relevant Experience****A1: Firm/Institution Background**

Registered Name:	
Licence number if available	
Year Established:	
Physical Address/es:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Financial Standings for at least 2 years (Provide last 2 years Financial Statements if possible but not Mandatory)	
Tax identification number	

A2: Work Experience**(2 pages maximum, 3 per project)**

Using the format below, bidders shall provide details of three projects that demonstrate their experience

Detailed evidence of the proposed subcontractors' relevant experience must also be submitted.

The projects cited must have been completed or substantially completed within the last 5 years and be of a similar nature to this contract.

Bidder's Experience			
<u>Relevant Experience - Project One</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description:			
Previous Client contact name and phone number:			
Names of Key Delivery Team Members and Roles:			
Names and roles of bidders' subcontractors:			

A3: Track Record

(3 pages maximum, 1 per project)

Using the format below, bidders shall provide details of three projects that demonstrate their track record in completing services similar to what is required in the Terms of Reference.

The areas on which referees will be asked to comment may include:

- Quality of the work,
- Programme achieved versus planned,
- Management style, claims culture,
- Clarity of documentation submitted,
- Health, safety and environmental management,
- Coordination and communication skills (internally and externally),
- Effectiveness of quality assurance systems.

Bidder's Track Record			
<u>Track Record - Project One</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description and key points on Contractors performance:			
Client Reference contact name and phone number:			
Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).			
Was project delivered to the required quality standards and was any rework required			
Was project completed within the required budget and/or what were reasons for any cost overruns			

PART B.1: Technical Capacity

Please share business and management structure of the firm

Using the table below, for each key role listed, bidders shall describe their proposed team members **(one page per role). The CVs for key personnel must also be provided**

It is acceptable for roles requiring partial commitment to be undertaken by the same person, provided they have the appropriate skills

List of Key Roles and Responsibilities each personnel will undertake:

Personnel's	Bidders Response

❖ Add more lines if necessary.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in the exclusion of the bidder from the RFP at the bid opening committee stage.]</i></p>	<p>Mandatory requirements. Bidders will be disqualified if any of the requirements are not met</p>	
Technical requirements		
<p>Technical requirement 1: <i>[name and insert description of the technical requirement: This can be the number of similar past experiences or the number of years of experience on the same type of assignment, the number of similar completed assignments etc. Details of these experiences or assignments must be provided by the Bidder]</i></p>	0%	0
<p>Technical requirement 2: <i>[name and insert description of the technical requirement: It can be the way in which the selected service provider will have to undertake the mission: by providing staff, consultants, on site, with meetings of partners, by offering trainings, by offering visules, graphics, videos etc]</i></p>	0%	0
<p>Technical requirement 3: <i>[name and insert description of the technical requirement: This may be the software needed to carry out the mission, the minimum number of people to form a team, specific skills sought in its staff: lawyers, auditors, graphic designers, project managers, etc.]</i></p>	0%	0
<p>Technical requirement 4: <i>[name and insert description of the technical requirement: This may be special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document, close links with local entities on a distant project, approval or experience from a certain donor, etc..]</i></p>	0%	0
<p>Other: <i>[other requirements]</i></p>	0%	0
Total Score	100%	700

Certification

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

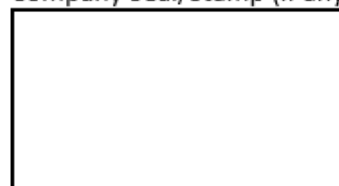
Name: _____

Functional Title: _____

Date: _____

Signature: _____

Company Seal/Stamp (if any)



ANNEX V

FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP

A) Cost Proposal – All prices quoted are in WST and inclusive of all taxes.

1. The bidder is required to provide the price and specify if there are any discount or exemptions.
2. All costs indicated on the financial proposal should be inclusive of all applicable taxes.
3. The rate quoted should be valid and are to remain fixed for a period of one (1) year from the date of award of contract, and must be inclusive of, insurance, charges, GST, levies, and taxes.
4. Where applicable, the bidder shall quote for items rated for energy efficiency (e.g 5 star rather than 1-star) and this should be noted in the comments section

Payment Schedule:

Milestone/deliverables	Deadline	% payment
TOTAL		

ANNEX VI

BIDDER'S INSURANCE STATEMENT

Request for Proposal (RFP) no: RFPxx/xxxx

(1 page maximum)

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of contract.

Bidder's Insurance Statement

Statement by the Bidder

In accordance with the requirements of the Request for Proposal, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful.

We have supplied our insurer or broker with a full copy of the Request for Proposal and they have agreed to effect on our behalf insurance policies which satisfy the Agreement's requirements for:

- Insurance for Works
- Insurance for Contractor's Equipment
- Insurance for Public Liability
- Insurance for Contractor's Personnel
- Insurance for workman's compensation

Please refer to Article 10 of the PIDC General Contract Conditions.

We acknowledge that after award of the Contract

- Evidence of the contract insurances will be completed and forwarded to PIDC

We confirm that we understand and agree to the Insurance Requirements, in particular relating to the use of approved or alternative insurers.

Signed: _____ Date: _____

On behalf of the Bidder _____

ANNEX VII

CONFLICT OF INTEREST DECLARATION

Request for Proposal (RFP) no: RFPxx/xxxx

17. I confirm that I, my family members, and the organisation or company that I am involved with are independent from PIDC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.

18. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

19. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____

ANNEX VIII

DUE DILIGENCE QUESTIONNAIRE

Request for Proposal (RFP) no: RFPxx/xxxx

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed
2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No
If you answered 'yes', please provide further details.
3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No
If you answered 'yes', please provide further details.

For companies and other legal entities

Please provide the following documents to verify identity and proof of address:

- a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
 - b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed
1. Does your entity have foreign branches and/or subsidiaries? Yes No
 2. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire
Head Office & domestic branches Yes No N/A
Domestic subsidiaries Yes No N/A
Overseas branches Yes No N/A
Overseas subsidiaries Yes No N/A
 3. Is your entity regulated by a national authority? Yes No
If you answered 'yes' please specify the name:

4. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No

If you answered 'yes', please send PIDC your policy in English

5. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's contact details:

6. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

7. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

8. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

9. If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

ANNEX IX: PIDC General Terms and Conditions of Contract

1. LEGAL STATUS OF THE PARTIES

- 1.1. PIDC and the Contractor will be referred to as a "Party" individually or the "Parties" collectively.
- 1.2. Pursuant to the Canberra Agreement, PIDC has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.
- 1.3. The Contractor has the legal status of an independent Contractor vis-à-vis PIDC. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of PIDC.

2. SOURCE OF INSTRUCTIONS

- 2.1 The Contractor will only accept instructions from PIDC in the performance of the Contract. The Contractor will refrain from any action that may adversely affect PIDC and will fulfil its commitments with the fullest regard to the interests of PIDC. Should any authority external to PIDC seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor will promptly notify PIDC and provide all reasonable assistance required by PIDC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

- 3.1 The Contractor will be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- 3.2 The Contractor shall not discriminate against any person because of race, gender or gender identity, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

4. SPECIFIED PERSONNEL

- 4.1 The Contractor must ensure that the services are performed in accordance with the Contract. Where personnel have been specified, they must provide those services. PIDC may remove any personnel (including Specified Personnel) from work in respect of the Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the Contract, the Contractor will provide replacement personnel (acceptable to PIDC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

- 5.1 The Contractor may not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of PIDC.

6. SUB-CONTRACTING

- 6.1 No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or is agreed to by PIDC in writing. In any event, the total responsibility for the Contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the Contract and shall not in any way prejudice the implementation of any of its provisions.
- 6.2 Prior to employing individuals or engaging subcontractors to perform services under the Contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of the Contract.

7. PROVISION OF SERVICES

- 7.1 To the extent that the Contract involves any provision of services, whether in whole or in part, and unless specifically stated in the Contract, the following terms and conditions shall apply to any provision of services:

Examination and acceptance

- 7.2 PIDC reserves the right to assess the services provided under the Contract, at any time prior to the expiry of the Contract. In the event that the services are not performed in accordance with the terms of reference and/or the provisions of the Contract, and at no additional cost, the Contractor shall make such adjustments as PIDC may request in writing to provide the services in accordance with the terms of the Contract, so as not to unduly delay delivery.

Delay and defaults

- 7.3 If there should be any delay in the performance of the Contract or any part thereof, the Contractor shall notify PIDC in writing giving the cause.
- 7.4 If the Contractor is unable to obtain any services necessary for the performance of the Contract from its normal sources, it shall remain liable for any delays when equivalent services can be obtained from other sources in good time.
- 7.5 In any event, if the Contractor fails to complete the services required within the time specified in the Contract, or within any extension that may be granted, PIDC may, without prejudice to any further rights it may have under the Contract:
 - a) Suspend or cancel the right of the Contractor to proceed further with any services – or part thereof – in which there has been a delay;
 - b) Obtain elsewhere upon such terms and conditions as may be deemed appropriate replacement services similar to those which the Contractor failed to provide
 - c) Make a corresponding adjustment to the consideration payable to the Contractor; provided, however, that the Contractor shall continue performance of the Contract to the extent not suspended or cancelled under the provisions of this paragraph.
- 7.6 The Contractor shall be liable for any excess costs or damages caused to PIDC by a failure or delay on the part of the Contractor in the performance of its obligations under the Contract, except where such failure or delay is due to:
 - a) causes which are attributable to PIDC; or,
 - b) Force Majeure.
- 7.7 PIDC shall determine the effects of any delay or default particularly in regard to an adjustment of the consideration due to the Contractor and to excess costs or damages caused to PIDC and its findings shall be binding.
- 7.8 If the Contractor doesn't cure the default or delay for providing the services within a reasonable timeframe, PIDC may terminate the Contract for cause, according to article 29 of these General Terms and Conditions.

8. TERMS OF PAYMENT

- 8.1 No invoice shall be submitted by the Contractor until the corresponding milestone has been formally accepted by PIDC in accordance with the terms of the Contract. The payment term of 30 (thirty) days runs from the day the invoice is accepted by PIDC, after successful completion of

the related milestone.

- 8.2 Each invoice shall mention the reference number of the Contract/Purchase Order and shall be issued in the legal name and address of PIDC's Headquarters or Regional office as follows:

PIDC

P.O. Box 1881, Apia, Samoa,

Ph: +685 29107

info@pidcsec.org www.pidcsec.org

- 8.3 The contractually agreed price is not subject to any adjustment or revisions because of currency fluctuations or conversion rates, or the actual costs incurred by the Contractor in the performance of the Contract.
- 8.4 The Contractor shall be solely responsible for the arrangement of any visas required and the payment of any tax or any other liabilities incurred during the provision of the Services.
- 8.5 PIDC shall not be responsible for any expenses incurred by the Contractor in performing the Contract unless specifically stated in the Contract.

9. OFFICIAL NOT TO BENEFIT

- 9.1 The Contractor warrants that no official of PIDC has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

10. INDEMNIFICATION

- 10.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, PIDC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of the Contract. This obligation does not extend to actions and omissions of PIDC.
- 10.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.
- 10.3 The obligations under this clause do not lapse upon termination of the Contract.

11. FRAUD AND CORRUPTION

- 11.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.
- 11.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.
- 11.3 For purposes of these General Terms and Conditions, the following definitions shall apply:
- (i) **"corruption"** means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.
 - (ii) **"fraud"** means any dishonest act or omission that causes loss or detriment to PIDC or results in an

unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

- 11.4 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

12. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 12.1 PIDC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present Contract.
- 12.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of the Contract, including appropriate worker's compensation for personal injury or death.
- 12.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under the Contract.
- 12.4 The Contractor shall, upon request, provide PIDC with satisfactory evidence of insurance cover as required under this clause.

13. ENCUMBRANCES/LIENS

- 13.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with PIDC against any monies due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 PIDC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the Contract. This includes derivative works created as a result of products created pursuant to the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for PIDC.
- 14.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, PIDC does not and shall not claim any ownership interest thereto, and the Contractor grants to PIDC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 14.3 At PIDC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to PIDC.
- 14.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of PIDC, shall be made available for use or

inspection by PIDC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to PIDC authorised officials on completion of work under the Contract.

15. TITLE TO DELIVERABLES

15.1 The Contractor warrants that the contractual deliverables are unencumbered by any third party's proprietary rights. Unless otherwise expressly provided in the Contract, title to contractual deliverables shall pass to PIDC when they are handed over to it.

16. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PIDC

16.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill the fact that it is a Contractor with PIDC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of PIDC, or any abbreviation of the name of PIDC in connection with its business or otherwise without PIDC's prior written approval.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

17.1 All documents and information relating to the Contract as well as any other information of which the Contractor becomes aware in the course of performing the Contract that is not in the public domain must be treated as confidential during and beyond the term of the Contract. The Contractor shall not be permitted to make use of any such data and information for the Contractor's own purposes.

17.2 The Contractor may not communicate at any time to any other person, Government or authority external to PIDC, any information known to it by reason of its association with PIDC which has not been made public except with the authorization of PIDC; nor shall the Contractor at any time use such information to private advantage.

17.3 PIDC undertakes to treat as confidential and not to disclose to any third-party information concerning the Contractor's trade secrets or business affairs disclosed by him for the purposes of the Contract.

17.4 These obligations do not lapse upon termination of the Contract.

18. USE OF AND LIABILITY FOR DATA

18.1 The Contractor's use of all data supplied to him by PIDC is restricted exclusively to the purpose of performing his obligations under the Contract.

18.2 The Contractor must ensure that personal data is processed in accordance with all applicable laws, regulations and general principles on the protection of personal data. Where the Contractor is to process personal data on behalf of PIDC, such processing will be governed by and carried out with due diligence ensuring that PIDC Privacy and confidentiality is not at risk.

19. TAX EXEMPTION

19.1 Under host country agreements and legislation of PIDC members conferring privileges and immunities, as an intergovernmental organization, PIDC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise PIDC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with PIDC to determine a mutually acceptable procedure.

19.2 The Contractor authorises PIDC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with PIDC before the payment thereof and PIDC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide PIDC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

19.3 The Contractor is responsible for payment of their own income taxes.

20. CONFLICT OF INTEREST

20.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

20.2 The Contractor must notify PIDC in writing as soon as possible of any situation that could constitute a potential conflict of interest during the performance of the Contract. The Contractor must immediately take action to rectify the situation. PIDC may do any of the following:

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

21. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

21.1 PIDC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its procurement.

21.2 Accordingly, PIDC requires the Contractor to comply with the international best practices to ensure minimal negative social and environmental impact.

Child protection

21.3 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the **Convention on the Rights of the Child**. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

21.4 Where the Contractor is providing services directly related to or involving children, the Contractor will have its own Child protection policy in place or use its best endeavours to act in accordance with international standards to comply with child protection.

21.5 The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.

21.6 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Human rights

21.7 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

21.8 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Gender equality and social inclusion

21.9 PIDC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

21.10 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

21.11 PIDC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

21.12 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.

21.13 For purposes of these General Terms and Conditions, the following definitions shall apply:

(i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.

(ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

21.14 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Environmental responsibility

21.15 The Contractor must ensure a rational use and management of natural resources and ecosystems.

21.16 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

22. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

22.1 PIDC systematically carries out enhanced checks on the entities with which it collaborates to ensure that none of them is involved in money laundering or terrorism financing.

22.2 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under the Contract are used for money laundering or for terrorism financing.

22.3 The Contractor agrees that the recipients of any amounts provided by PIDC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

22.4 For purposes of these General Terms and Conditions, the following definitions shall apply:

(i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

(ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

22.5 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

23. GOVERNING LAW AND OBSERVANCE OF THE LAW

23.1 These General Terms and Conditions will be governed by the general principles of international law to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2016.

23.2 The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

24. AUTHORITY TO MODIFY

24.1 No modification or change, nor waiver of any of the provisions of the Contract and/or these General Terms and Conditions will be valid and enforceable against PIDC unless provided by an amendment to the Contract signed by the authorized official of PIDC.

24.2 If the Contract shall be extended before its expiry for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 27.1, above.

25. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

25.1 Force majeure for the purposes of these General Terms and Conditions means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Parties.

25.2 In the event of the occurrence of any cause constituting force majeure and within fifteen (15) days of the occurrence of the force majeure event, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party should notify the other Party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract.

- 25.3 The notice shall include steps proposed by the affected Party to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 25.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, PIDC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in clause 29 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

26. TERMINATION

- 26.1 Either party may terminate the Contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 30 "Settlement of Disputes" below shall not be deemed a termination of the Contract.
- 26.2 PIDC reserves the right to terminate without cause the Contract, at any time with thirty (30) days written notice to the Contractor, in which case PIDC shall pay the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 26.3 In the event of any termination of the Contract by PIDC, no payment shall be due from PIDC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of the Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditure.
- 26.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, PIDC may, without prejudice to any other right or remedy it may have, terminate the Contract forthwith. The Contractor shall immediately inform PIDC of the occurrence of any of the above events.

27. SETTLEMENT OF DISPUTES

- 27.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract or the breach, termination or invalidity thereof.
- 27.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

28. PRIVILEGES AND IMMUNITIES

- 28.1 Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and



PACIFIC IMMIGRATION DEVELOPMENT COMMUNITY SECRETARIAT

REQUEST FOR PROPOSAL

RFP No: RFP

DATE:

SUBJECT:

You are requested to submit a comprehensive proposal for the above RFP as per the Terms of Reference set out in Annex II.

To enable you to submit a Proposal please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Specification of goods, containing a description of PIDC's requirements for the goods which are being sought
- Annex III:** Proposal submission form
- Annex IV:** Technical Proposal Submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Bidders Insurance Statement
- Annex VII:** Conflict of interest declaration
- Annex VIII:** Due Diligence Questionnaire
- Annex IX:** PIDC General Conditions of Contract

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours Sincerely

PIDC Secretariat

P.O. Box 1881, Apia, Samoa, Ph: +685 29107

info@pidcsec.org www.pidcsec.org

INSTRUCTIONS TO BIDDERS***Request for Proposal (RFP) no:*****1. Submission of Proposals****1.1.** Your Proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Conflict of interest declaration
- c. Annex V: Due Diligence Questionnaire
- d. Annex VI: Technical Proposal submission form, including:
 - A letter of interest with brief description of the company as well as its expertise area(s),
 - and an explanatory note as to how you think your skills and experience will match the scope and requirements of the RFP, in particular each of the area(s) being bid for relative to the competency requirements listed in Section 8.5.
- e. Annex VII: Financial Proposal submission form

1.2. Proposals must be received by PIDC at the email address mentioned below (1.5.) on or before **insert date no later than xxxx pm (Samoa Time)**. Any proposal received after this date may be rejected. PIDC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by PIDC at its own initiative or in response to a clarification requested by a prospective bidder.

1.3. All proposals submitted, correspondence, and related documents, shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the translated document will be used for processing and evaluation purposes.

1.4. All prices in the proposals must be presented in **WST** and inclusive of all taxes.

1.5. The proposal has to be **in two separate emails** as follows:

- i* Send by e-mail the **technical proposal** (annexes III, IV, V and VI) and related document(s), clearly indicating the RFP number in the email subject. No financial information whatsoever must appear in the technical proposal.
- ii* Send in a second separate e-mail the **financial proposal** (annex VII) and related document(s). The opening of this second email shall be protected by a password to be provided to PIDC Procurement upon request at the time of the financial evaluation.

Proposals **must be** emailed to info@pidcsec.org with the heading **RFPxx/xxxx**

Insert title of RFP

1.6. For all proposals received before the deadline, PIDC will send a formal acknowledgement of receipt to the Bidder.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the RFP is provided in Table 1 below:

Table 1: RFP timelines and due dates		
	Date	Time
<i>Deadline for seeking clarification from PIDC</i>		
<i>Deadline for the submission of tenders</i>		

3. Bidders' responsibilities

- 3.1.** The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2.** The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; PIDC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3.** Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.
- 3.4.** By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedure whatever his own conditions of sale may be, which he hereby waives.
- 3.5.** Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.
- 3.6.** The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.
- 3.7.** The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address info@pidcsec.org **ONLY**. **Any attempt of communication with PIDC, other than through this email address, may result in the disqualification of the bidder concerned.** The deadline for submission of clarifications is **INSERT DATE AND TIME**.

3.7.2. Any prospective bidder seeking to arrange individual meetings with PIDC during the RFP period may be excluded from the RFP procedure.

3.7.3. No clarification meeting / site visit will be undertaken.

4. One Proposal per Bidder

Each bidder shall submit only one proposal for this, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawals of Proposals

- 5.1.** The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by PIDC prior to the deadline prescribed for submission of Proposals. The bidder's withdrawal notice shall be sent to the email address info@pidcsec.org

- 5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.
- 5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

- 6.1. Bidders shall be bound by their bids for a period of **120 days** from the deadline for submission of proposals.
- 6.2. The successful bidder will be bound by their proposal for a further period of 60 days following receipt of the notification that they have been selected to enable PIDC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

- 7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be published on the PIDC website prior to the deadline for receipt to enable bidders to take appropriate actions.
- 7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by PIDC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. Opening and Evaluation of Proposals

- 8.1. The Proposals will be opened in the presence of the Bid Opening Committee after the closing of the Request for Proposal (RFP).
- 8.2. To assist in the examination, evaluation and comparison of Proposals, PIDC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
- 8.3. The Procurement Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 8.4. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (**Annex II**).
- 8.5. The technical component, which has a total possible value of **700 points**, will be evaluated using the following criteria:

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<p><i>[[Insert here the requirements that are mandatory (administrative criteria (registration), financial criteria (financial statements), etc.).</i></p> <p><i>Other criteria may be mandatory: minimum qualification or experience, local company, professional accreditation, certification requirements, licensing, etc. However, if these criteria are defined in the "mandatory requirements" section, failure to meet them will automatically result in</i></p>		<p>Mandatory requirements. Bidders will be disqualified if any of the requirements are not met</p>

<i>the exclusion of the bidder from the RFP at the bid opening committee stage.]</i>		
Technical requirements		
Technical requirement 1: <i>[name and insert description of the technical requirement: This can be the number of similar past experiences or the number of years of experience on the same type of assignment, the number of similar completed assignments etc. Details of these experiences or assignments must be provided by the Bidder]</i>	0%	0
Technical requirement 2: <i>[name and insert description of the technical requirement: It can be the way in which the selected service provider will have to undertake the mission: by providing staff, consultants, on site, with meetings of partners, by offering trainings, by offering visules, graphics, videos etc]</i>	0%	0
Technical requirement: <i>[name and insert description of the technical requirement: This may be the software needed to carry out the mission, the minimum number of people to form a team, specific skills sought in its staff: lawyers, auditors, graphic designers, project managers, etc.]</i>	0%	0
Technical requirement: <i>[name and insert description of the technical requirement: This may be special skills/experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if project setting/situation is unique or has peculiarities. (e.g., experience in working with the Pacific people, familiarity with the key issues confronting the region, understanding of and ability to relate with a specific culture/religion, experience in seeking project document, close links with local entities on a distant project, approval or experience from a certain donor, etc..]</i>	0%	0
Other: <i>[other requirements]</i>	0%	0
Total Score	100%	700

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 points (70%).

8.7. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail, and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

8.8. The financial component of the proposal will be scored based on the daily fee or cost per analysis.

8.9. The lowest financial proposal will be awarded maximum 300 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

<i>Financial Proposal score = (Lowest Price / Price under consideration) x 300</i>

8.10 Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

8.11 The total cost of the proposal is inclusive of all taxes and is fixed and not subject to revision.

9. Award of Contract

- 9.1.** PIDC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the reason for PIDC's action.
- 9.2.** PIDC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.
- 9.3.** Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it PIDC.

10. Bidder Protest

- 10.1.** If a bidder involved in an PIDC procurement process considers they were not treated fairly, or that PIDC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.
- 10.2.** To lodge a protest, you can email info@pidcsec.org with your allegations. Your protest will need to include:
 - your full contact details;
 - the details of the relevant procurement;
 - the reasons for your protest, including how the alleged behaviour negatively impacted on your bid;
 - copies of any documents supporting your grounds for protest;
 - the relief that is sought.
- 10.3.** Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.
- 10.4.** Your protest will be received in good faith and will not impact your involvement in future bids.

Annex II: SPECIFICATION OF GOODS

Background/context

[Insert information related to background:]

- *Provide an overview of the project and the context in which the provision of the goods is required.*
- *Explain the reasons for the procurement of these goods.*
- *Underline the relevance/purpose of the purchase of these goods as well as their importance, indispensability, impact and/or consequence on the successful implementation of the project*
- *Explain in detail the specificity of the project setting, if any (e.g. risks related to the remoteness of the delivery area, difficulties with transport, security, constraints related to working in certain communities, certain attitudes and behaviours of the stakeholders, anticipated difficulties in undertaking the work, lessons/experiences from previous contractors of the same work, etc.).*
- *Mention the location of the project including any specificity related to the location of the project and the geographical area covered.]*

Functional Specification

[Insert information on the functional specification of the goods:]

- *Define the function or desired role of the products being procured.*
- *Define the task or desired result by focusing on what is to be achieved rather than how it is to be done to encourage the bidder to provide innovative solutions.]*

Design Specification

[Insert information about the design specification of the goods:]

Design specification explain the products required and specifies how the user would want to perform and as well as interact with it.

- *Provide details of the products required. Could include required dimensions, environmental and sustainability factors, ergonomic factors, colours, and any drawings or data sheets, safety requirements, OHS requirements, chemical handling, related safety instruction (for use, handling, disposal, etc.).*

(The types of specifications listed above can be use singularly or in combination.)]

Technical specification

[Insert information about the technical specification of the goods:]

Technical Specification is a detailed description of the technical requirements of the product. It describes the characteristics of the products to be procured and related operating methods.

- *Provide details on the technical requirement for each item (technical specifications, specific design or material required, quality, the quantity required, with reference to relevant standards of the material, etc.) and any other technical and operational information and documentation that will help prospective bidders understand the requirements and to clearly understand the specifications*

of the supply. This can include terminologies, symbols, standards, marking or labelling requirements, engine capacity and details of materials used.

- *No Brand should be named or required in the list, only generic and standard technical information (except in the case of compatibility purposes).*
- *Defines the acceptance criteria for the products. If possible, list down per item the technical data/specific information/national and international standards to which the contractor will be expected to comply with. Describe the compatibility and standardisation requirements if any. If the said literature/data/information cannot yet be provided as annex to the Technical Specifications, the Technical Specifications should at least mention where they can be easily accessed (e.g., what agency/office, website URL address, etc.)]*

Delivery Requirements

- *[Mention expected delivery date, place and time and other relevant details:*
- *If products are required for an urgent or crisis requirement, then the urgency and the critical need for delivery should be emphasised and detailed.*
- *Explain special reason for urgency, if any, and serious consequence/impact of any form of delay in the completion of the delivery.*
- *Any late delivery penalty which may be applicable.*
- *Any potential supply chain issues and risks could be highlighted for the bidder to provide mitigating factors.*
- *Details of Insurance and other commercial, transfer and delivery requirements for the procurement. For more details on the basic standards required by PIDC, see section 7 of PIDC General terms and Conditions of Contract.*
- *Details of clearance requirements at port including customs and quarantine clearances.*
- *Details of all transportation mode used for the transfer of the products.*
- *Provide details of checks which will be required to confirm delivery and receipt of product by PIDC.]*

Warranty Requirements (when applicable)

[Insert any warranty requirements for the products to be detailed:

- *After sales service or availability of spare parts requirements to be detailed.*
- *Any other additional services.]*

Reporting Arrangements

[Insert information related to reporting arrangements:

- *Identify the person/division to whom the Contractor will be directly responsible to, reporting to, seeking approval/acceptance during the process for ordering and delivery of the products.*
- *Determine frequency of progress reporting, if required (e.g., weekly, monthly, fortnightly, etc.) or upon delivery (partial or total).*
- *Identify institutions/organisations/individuals with whom the Contractor is expected to interact/collaborate/meet with during the order and delivery of the products.*
- *Define roles/extent of participation of entities identified above, possibly during or after the conduct of the work.]*

Scope of Bid Price and Schedule of Payments

[Insert information related to scope of bid price and schedule of payments:

- *Specify the cost components that the bidder must include in the computation of contract price, which could include any manufacture, assembly and delivery/freight cost depending on the delivery arrangements, and installation and/or training costs.*
- *Specify the milestone/activities for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone, including the conditions/documentations required prior to the release of the payment.*
- *Examples of milestones for supply could be: “upon confirmation of bill of lading” or “upon confirmation of receipt of products.”]*

Milestone/deliverables	Deadline	% payment
TOTAL		

Annexes to the Specification of Goods

[Mention a list of supporting documents that can help bidders to understand the scope of the project (where available, prefer URL address to electronic copies):

Any literature or documents that will help bidders to better understand the project situation and the work required must be provided as an annex to the Specification of Goods. Only non-confidential documents can be shared.

Add any templates (reports, budgeting, etc.) that may be required for the project.]

PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFPxx/xxxx

Pacific Immigration Development Community Secretariat (PIDC)
Procurement Unit
P O BOX 1881
SAMOA
Email: info@pidcsec.org

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- PIDC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of PIDC’s requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of PIDC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither PIDC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.
- We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Company Name:

Position of Representative:

Name of Representative:

Signature of Representative:

Dated this _____ day of _____ 20_____

TECHNICAL PROPOSAL SUBMISSION FORM**Request for Proposal (RFP) no:****INSTRUCTIONS TO BIDDERS**

[Insert instructions for bidders to better understand PIDC's requirements for their technical proposal.]

The Technical Proposal Submission Form is a table that includes the technical criteria (set out in Part 3) on which bidders will be scored and allows the bidder to respond to them. This table is then used by the technical evaluation committee to score the technical proposals received.

The table below is an example of a format that can be modified. In all cases, the Technical Proposal Form should be based on the evaluation matrix and PIDC statement of needs.]

Technical Requirements	
<i>Evaluation criteria</i>	<i>Response by Bidder</i>
<i>[Title of technical requirement 1 (e.g. characteristic/specification of the goods)]</i>	
<i>[Details of the technical requirements established by PIDC (e.g. condition, quality, year of manufacture, country of assemblage, material, etc.)]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Title of technical requirement 2 (e.g. delivery conditions, shipment etc.)]</i>	
<i>[Details of the technical requirements established by PIDC]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Title of technical requirement 3 (e.g. additional services required: installation, maintenance)]</i>	
<i>[Details of the technical requirements established by PIDC]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Title of technical requirement 4]</i>	
<i>[Details of the technical requirements established by PIDC]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>
<i>[Details]</i>	<i>[Bidder's answer]</i>

For the Bidder: *[insert name of the company]*

Signature:

Name of the representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP

INSTRUCTIONS TO BIDDERS

In their financial proposal, bidders should detail as much as possible the price requested in response to the technical specifications.

Wherever possible, the unit prices of the individual goods should be indicated, followed by the total amount (including any additional services and any other costs associated with the delivery of the goods).

Good detail in their financial proposal helps bidders to give clarity and transparency to their proposal and makes it easier for PIDC to score the proposals received.

The contract to be concluded with the selected bidder must mention all the costs incurred for the execution of the assignment entrusted to him (including insurance, packaging, delivery costs, unloading, etc., where applicable). No additional costs can be claimed from PIDC after the contract has been signed.

Bidders must also mention any special conditions relating to the amount of their proposal or the terms of payment.

The financial proposal must be submitted [*Choose between inclusive or exclusive of taxes*] in accordance with the applicable legislation. However, the final amount of the awarded contract may be paid to the successful bidder inclusive or exclusive of taxes, depending on the tax exemptions enjoyed by PIDC as an intergovernmental organisation in its member countries and territories.

The following form is given as an indication, the bidder may submit its financial proposal to PIDC in another format, provided that it complies with the instructions detailed in this RFP/RFQ and in particular:

[Instructions to be inserted by PIDC for bidders to better understand PIDC's requirements for their financial proposal (including all costs for which a financial proposal is expected from the bidder: shipping insurance, custom fees, etc.)]

BIDDER'S FINANCIAL PROPOSAL – GOODS

<i>[Name the first table (e.g. IT equipment, scientific products, building materials, etc.) in accordance with the requirements developed in the technical proposal form]</i>			
Goods description	Lump sum Price <i>[Currency]</i>	Total quantity	Total Amount <i>[Currency]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
Total Package 1			<i>[Total 1]</i>

<i>[Name the second table (e.g. IT equipment, scientific products, building materials, etc.) in accordance with the technical proposal]</i>			
Goods description	Lump sum Price <i>[Currency]</i>	Total quantity	Total Amount <i>[Currency]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
Total Package 2			<i>[Total 2]</i>

Other costs			
Item description	Unit Price <i>[Currency]</i>	Total quantity	Total Amount <i>[Currency]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
<i>[Item description]</i>	<i>[unit price]</i>	<i>[quantity]</i>	<i>[total amount]</i>
Total Other costs			<i>[Total]</i>

Total amount	<i>[total amount for 1+2+3]</i>
Total other costs	<i>[total other costs]</i>
GRAND TOTAL	

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer.

Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

For the Bidder: *[insert name of the company]*

Signature:

Name of the representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

ANNEX VI
BIDDER'S INSURANCE STATEMENT
Request for Proposal (RFP) no: RFPxx/xxxx

(1 page maximum)

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of contract.

Bidder's Insurance Statement

Statement by the Bidder

In accordance with the requirements of the Request for Proposal, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful.

We have supplied our insurer or broker with a full copy of the Request for Proposal and they have agreed to effect on our behalf insurance policies which satisfy the Agreement's requirements for:

- Insurance for Works
- Insurance for Contractor's Equipment
- Insurance for Public Liability
- Insurance for Contractor's Personnel
- Insurance for workman's compensation

Please refer to Article 10 of the PIDC General Contract Conditions.

We acknowledge that after award of the Contract

- Evidence of the contract insurances will be completed and forwarded to PIDC

We confirm that we understand and agree to the Insurance Requirements, in particular relating to the use of approved or alternative insurers.

Signed: _____ Date: _____

On behalf of the Bidder _____

CONFLICT OF INTEREST DECLARATION
Request for Proposal (RFP) no: RFPxx/xxxx

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from PIDC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.

2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title_____

DUE DILIGENCE QUESTIONNAIRE***Request for Proposal (RFP) no: RFPxx/xxxx***

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:

- a. Passport
- b. Driver's license
- c. Voter card or other government-issued identity card
- d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:

- a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
- b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

2. Does your entity have foreign branches and/or subsidiaries? Yes No

3. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches Yes No N/A

Domestic subsidiaries Yes No N/A

Overseas branches Yes No N/A

Overseas subsidiaries Yes No N/A

4. Is your entity regulated by a national authority? Yes No

If you answered 'yes' please specify the name:

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No

If you answered 'yes', please send PIDC your policy in English

6. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's contact details:

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

8. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

9. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

ANNEX IX: PIDC General Terms and Conditions of Contract

1. LEGAL STATUS OF THE PARTIES

- 1.1 PIDC and the Contractor will be referred to as a “Party” individually or the “Parties” collectively.
- 1.2 Pursuant to the Canberra Agreement, PIDC has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.
- 1.3 The Contractor has the legal status of an independent Contractor vis-à-vis PIDC. The Contractor’s personnel and sub-contractors are not to be considered in any respect employees or agents of PIDC.

2. SOURCE OF INSTRUCTIONS

- 2.1 The Contractor will only accept instructions from PIDC in the performance of the Contract. The Contractor will refrain from any action that may adversely affect PIDC and will fulfil its commitments with the fullest regard to the interests of PIDC. Should any authority external to PIDC seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor will promptly notify PIDC and provide all reasonable assistance required by PIDC.

3. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

- 3.1 The Contractor will be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- 3.2 The Contractor shall not discriminate against any person because of race, gender or gender identity, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

4. SPECIFIED PERSONNEL

- 4.1 The Contractor must ensure that the services are performed in accordance with the Contract. Where personnel have been specified, they must provide those services. PIDC may remove any personnel (including Specified Personnel) from work in respect of the Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the Contract, the Contractor will provide replacement personnel (acceptable to PIDC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

- 5.1 The Contractor may not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of PIDC.

6. SUB-CONTRACTING

- 6.1 No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or is agreed to by PIDC in writing. In any event, the total responsibility for

the Contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the Contract and shall not in any way prejudice the implementation of any of its provisions.

- 6.2 Prior to employing individuals or engaging subcontractors to perform services under the Contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of the Contract.

7. PURCHASE OF GOODS

- 7.1 To the extent that the Contract involves any purchase of goods, and unless specifically stated in the Contract, the following terms and conditions apply to any purchases of goods:

Delivery of the goods

- 7.2 The Contractor shall hand over or make available the goods, and PIDC shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract.
- 7.3 The Contractor shall provide to PIDC such shipment documentation (including, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or otherwise, as are customarily utilized in the trade.
- 7.4 Unless otherwise specified in the Contract, (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to PIDC in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by PIDC.

Packaging of the goods

- 7.5 The Contractor shall package the goods for delivery in accordance with the highest standards of packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturer of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by PIDC as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

Transportation and freight

- 7.6 Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), The Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that PIDC receives all necessary transport documents in a timely manner so as to enable

PIDC to take delivery of the goods in accordance with the requirements of the Contract.

Warranties

- 7.7 In addition to and without limiting any other warranties, remedies or rights of PIDC stated in or arising under the Contract, the Contractor warrants and represents that:
- a) The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
 - b) If the Contractor is not the original manufacturer of the goods, the Contractor shall provide PIDC with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
 - c) The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
 - d) The goods are new and unused;
 - e) All warranties, even after the end of the Contract, will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by PIDC in accordance with the Contract;
 - f) During any period in which the Contractor's warranties are effective, upon notice by PIDC that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse PIDC for the purchase price paid for the defective goods; and,
 - g) The Contractor shall remain responsive to the needs of PIDC for any services that may be required in connection with any of the Contractor's warranties under the Contract.

Acceptance of the goods

- 7.8 Under no circumstances shall PIDC be required to accept any goods that do not conform to the specifications or requirements of the Contract. PIDC may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall PIDC be obligated to accept any goods unless and until PIDC has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that PIDC shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until PIDC in fact provides such written acceptance. In no case shall payment by PIDC constitute acceptance of the goods.

Rejection of the goods

- 7.9 Notwithstanding any other rights of, or remedies available to PIDC under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, PIDC, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from PIDC of such rejection or refusal to accept the goods, the Contractor shall, in sole option of PIDC:
- a) Provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by PIDC; or,
 - b) Repair the goods in a manner that would enable the goods to conform to the specifications or other

requirements of the Contract; or,

- c) Replace the goods with goods of equal or better quality; and,
- d) Pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to PIDC.

Title to the goods

- 7.10 Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to PIDC upon delivery of the goods and their acceptance by PIDC in accordance with the requirements of the Contract.

8. PROVISION OF SERVICES

- 8.1 To the extent that the Contract involves any provision of services, whether in whole or in part, and unless specifically stated in the Contract, the following terms and conditions shall apply to any provision of services:

Examination and acceptance

- 8.2 PIDC reserves the right to assess the services provided under the Contract, at any time prior to the expiry of the Contract. In the event that the services are not performed in accordance with the terms of reference and/or the provisions of the Contract, and at no additional cost, the Contractor shall make such adjustments as PIDC may request in writing to provide the services in accordance with the terms of the Contract, so as not to unduly delay delivery.

Delay and defaults

- 8.3 If there should be any delay in the performance of the Contract or any part thereof, the Contractor shall notify PIDC in writing giving the cause.
- 8.4 If the Contractor is unable to obtain any services necessary for the performance of the Contract from its normal sources, it shall remain liable for any delays when equivalent services can be obtained from other sources in good time.
- 8.5 In any event, if the Contractor fails to complete the services required within the time specified in the Contract, or within any extension that may be granted, PIDC may, without prejudice to any further rights it may have under the Contract:
- a) Suspend or cancel the right of the Contractor to proceed further with any services – or part thereof – in which there has been a delay;
 - b) Obtain elsewhere upon such terms and conditions as may be deemed appropriate replacement services similar to those which the Contractor failed to provide;
 - c) Make a corresponding adjustment to the consideration payable to the Contractor; provided, however, that the Contractor shall continue performance of the Contract to the extent not suspended or cancelled under the provisions of this paragraph.
- 8.6 The Contractor shall be liable for any excess costs or damages caused to PIDC by a failure or delay on the part of the Contractor in the performance of its obligations under the Contract, except where such failure or delay is due to:
- a) causes which are attributable to PIDC; or,
 - b) Force Majeure.
- 8.7 PIDC shall determine the effects of any delay or default particularly in regard to an adjustment of the consideration due to the Contractor and to excess costs or damages caused to PIDC and its findings shall be binding.

- 8.8 If the Contractor doesn't cure the default or delay for providing the services within a reasonable timeframe, PIDC may terminate the Contract for cause, according to article 29 of these General Terms and Conditions.

9. EXECUTION OF WORKS

- 9.1 To the extent that the Contract involves any execution of works, whether in whole or in part, and unless specifically stated in the Contract, the following terms and conditions shall apply to any execution of works:

Obligation to Perform in Accordance with the Contract

- 9.2 The Contractor shall execute and complete the works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of PIDC, and shall provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to PIDC's instructions and directions on any matter, touching or concerning the works.
- 9.3 The Contractor shall execute and complete the works in accordance with article 26 of these general terms and conditions, in particular with regard to health and safety requirements, insurance, working conditions for workers, construction, administration and environmental law.

Insurance of the works

- 9.4 The Contractor shall insure at its own costs, immediately following signature of the Contract, in the joint names of PIDC and the Contractor for the entire duration of the Contract, including the defect liability period, against all loss or damage from whatever cause arising, other than cause of Force majeure and against loss or damage for which the Contractor is responsible.
- 9.5 The Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property (including that of PIDC) or to any person (including any employee of PIDC) by or arising out of the execution of the works or in the carrying out of the Contract.
- 9.6 The Contractor shall insure against the liability of any accident or injury any workman or other person in the employment of the Contractor or any subcontractor.

Responsibility of the Contractor

- 9.7 The Contractor shall take full responsibility for the adequacy, stability, and safety of all site operations and methods of construction.
- 9.8 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by PIDC in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor, on being required so to do by PIDC, shall, at his own cost, rectify such error to the satisfaction of PIDC.

Delays or damage to the works

- 9.9 The Contractor shall give written notice to PIDC whenever planning or progress of the works is likely to be delayed or

disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by PIDC within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

- 9.10 In the event that any damage or loss should happen to the works or to any part thereof from any cause whatsoever (except as shall be due to Force Majeure), the Contractor shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and PIDC's instructions.

Fossils, artifacts, and antiques

- 9.11 All fossils, coins, artifacts, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between PIDC and the Contractor be deemed to be the absolute property of PIDC. PIDC shall then decide how such discoveries are to be dealt with, taking due account of the law of the State in which the works are carried out. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint PIDC of such discovery.

Ownership of paid material and work

- 9.12 All material and work covered by payments made by PIDC to the Contractor shall thereupon become the sole property of PIDC.

Defect liability period

- 9.13 During a period of 12 months, calculated from the date of completion of the works, the Contractor shall be bound to PIDC by a defect liability period. During this period, the Contractor shall finish the work outstanding, if any, and execute all such work of repair, amendment, reconstruction, rectification. Further, the Contractor shall make good defects, imperfections, shrinkages, or other faults as may be required of the Contractor in writing by PIDC. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out during the defect liability period.
- 9.14 All such outstanding work shall be carried out by the Contractor at his own expense if, in the opinion of PIDC, the necessity thereof is due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract. For this purpose, PIDC may withhold payment of minimum 5% of the remuneration as a defect liability bond pending expiry of the defect liability period for claims relating to defects. The Contractor may redeem this bond by providing a defect liability guarantee.

10. TERMS OF PAYMENT

- 10.1 No invoice shall be submitted by the Contractor until the corresponding milestone has been formally accepted by PIDC in accordance with the terms of the Contract. The payment term of 30 (thirty) days runs from the day the invoice is accepted by PIDC, after successful completion of the related milestone.
- 10.2 Each invoice shall mention the reference number of the Contract/Purchase Order and shall be issued in the legal name and address of PIDC's Headquarters or Regional office as follows:

PIDC

P.O. Box 1881, Apia, Samoa,

Ph: +685 29107

info@pidcsec.org www.pidcsec.org

- 10.3 The contractually agreed price is not subject to any adjustment or revisions because of currency fluctuations or conversion rates, or the actual costs incurred by the Contractor in the performance of the Contract.
- 10.4 The Contractor shall be solely responsible for the arrangement of any visas required and the payment of any tax or any other liabilities incurred during the provision of the Services.
- 10.5 PIDC shall not be responsible for any expenses incurred by the Contractor in performing the Contract unless specifically stated in the Contract.

11. OFFICIAL NOT TO BENEFIT

- 11.1 The Contractor warrants that no official of PIDC has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

12. INDEMNIFICATION

- 12.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, PIDC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of the Contract. This obligation does not extend to actions and omissions of PIDC.
- 12.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.
- 12.3 The obligations under this clause do not lapse upon termination of the Contract.

13. FRAUD AND CORRUPTION

- 13.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.
- 13.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.
- 13.3 For purposes of these General Terms and Conditions, the following definitions shall apply:
- (i) **"corruption"** means the abuse of entrusted power for private gain. It may include improperly influencing the

actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

- (ii) **"fraud"** means any dishonest act or omission that causes loss or detriment to PIDC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

- 13.4 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

14. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 14.1 PIDC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present Contract.
- 14.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of the Contract, including appropriate worker's compensation for personal injury or death.
- 14.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under the Contract.
- 14.4 The Contractor shall, upon request, provide PIDC with satisfactory evidence of insurance cover as required under this clause.

15. ENCUMBRANCES/LIENS

- 15.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with PIDC against any monies due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

16. TITLE TO EQUIPMENT FURNISHED BY PIDC

- 16.1 Title to any equipment and supplies that may be provided by PIDC rests with PIDC. Such equipment shall be returned to PIDC at the conclusion of the Contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate PIDC for equipment determined to be damaged or degraded beyond normal wear and tear.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 PIDC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the Contract. This includes derivative works created as a result of products created pursuant to the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for PIDC.
- 17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired,

independently of the performance of its obligations under the Contract, PIDC does not and shall not claim any ownership interest thereto, and the Contractor grants to PIDC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 17.3 At PIDC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to

PIDC.

- 17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of PIDC, shall be made available for use or inspection by PIDC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to PIDC authorised officials on completion of work under the Contract.

18. TITLE TO DELIVERABLES

- 18.1 The Contractor warrants that the contractual deliverables are unencumbered by any third party's proprietary rights. Unless otherwise expressly provided in the Contract, title to contractual deliverables shall pass to PIDC when they are handed over to it.

19. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PIDC

- 19.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill the fact that it is a Contractor with PIDC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of PIDC, or any abbreviation of the name of PIDC in connection with its business or otherwise without PIDC's prior written approval.

20. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 20.1 All documents and information relating to the Contract as well as any other information of which the Contractor becomes aware in the course of performing the Contract that is not in the public domain must be treated as confidential during and beyond the term of the Contract. The Contractor shall not be permitted to make use of any such data and information for the Contractor's own purposes.
- 20.2 The Contractor may not communicate at any time to any other person, Government or authority external to PIDC, any information known to it by reason of its association with PIDC which has not been made public except with the authorization of PIDC; nor shall the Contractor at any time use such information to private advantage.
- 20.3 PIDC undertakes to treat as confidential and not to disclose to any third-party information concerning the Contractor's trade secrets or business affairs disclosed by him for the purposes of the Contract.
- 20.4 These obligations do not lapse upon termination of the Contract.

21. USE OF AND LIABILITY FOR DATA

- 21.1 The Contractor's use of all data supplied to him by PIDC is restricted exclusively to the purpose of performing his obligations under the Contract.

- 21.2 The Contractor must ensure that personal data is processed in accordance with all applicable laws, regulations and general principles on the protection of personal data. Where the Contractor is to process personal data on behalf of PIDC, such processing will be governed by and carried out with due diligence ensuring that PIDC Privacy and confidentiality is not at risk.

22. TAX EXEMPTION

- 22.1 Under host country agreements and legislation of PIDC members conferring privileges and immunities, as an intergovernmental organization, PIDC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise PIDC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with PIDC to determine a mutually acceptable procedure.
- 22.2 The Contractor authorises PIDC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with PIDC before the payment thereof and PIDC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide PIDC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.
- 22.3 The Contractor is responsible for payment of their own income taxes.

23. CONFLICT OF INTEREST

- 23.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.
- 23.2 The Contractor must notify PIDC in writing as soon as possible of any situation that could constitute a potential conflict of interest during the performance of the Contract. The Contractor must immediately take action to rectify the situation. PIDC may do any of the following:
- (i) verify that the Contractor's action is appropriate,
 - (ii) require the Contractor to take further action within a specified deadline.

24 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

- 24.1 PIDC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its procurement.
- 24.2 Accordingly, PIDC requires the Contractor to comply with the international best practices to ensure minimal negative social and environmental impact.

Child protection

- 24.3 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the **Convention on the Rights of the Child**. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.
- 24.4 Where the Contractor is providing services directly related to or involving children, the Contractor will have its own Child protection policy in place or use its best endeavours to act in accordance with international standards to comply with child protection.
- 24.5 The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.
- 24.6 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Human rights

- 24.7 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.
- 24.8 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Gender equality and social inclusion

- 24.9 PIDC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.
- 24.10 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

- 24.11 PIDC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.
- 24.12 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of PIDC.
- 24.13 For purposes of these General Terms and Conditions, the following definitions shall apply:
 - (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
 - (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

- 24.14 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

Environmental responsibility

- 24.15 The Contractor must ensure a rational use and management of natural resources and ecosystems.
- 24.16 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

25 ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

- 25.1 PIDC systematically carries out enhanced checks on the entities with which it collaborates to ensure that none of them is involved in money laundering or terrorism financing.
- 25.2 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under the Contract are used for money laundering or for terrorism financing.
- 25.3 The Contractor agrees that the recipients of any amounts provided by PIDC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>
- 25.4 For purposes of these General Terms and Conditions, the following definitions shall apply:
 - (i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.
 - (ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

- 25.5 Any breach of this representation and warranty shall entitle PIDC to terminate the Contract immediately upon notice to the Contractor, at no cost to PIDC.

26 GOVERNING LAW AND OBSERVANCE OF THE LAW

- 26.1 These General Terms and Conditions will be governed by the general principles of international law to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2016.
- 26.2 The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

27 AUTHORITY TO MODIFY

- 27.1 No modification or change, nor waiver of any of the provisions of the Contract and/or these General Terms and Conditions will be valid and enforceable against PIDC unless provided by an amendment to the Contract signed by the authorized official of PIDC.
- 27.2 If the Contract shall be extended before its expiry for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 27.1, above.

28 FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

- 28.1 Force majeure for the purposes of these General Terms and Conditions means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Parties.
- 28.2 In the event of the occurrence of any cause constituting force majeure and within fifteen (15) days of the occurrence of the force majeure event, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party should notify the other Party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract.
- 28.3 The notice shall include steps proposed by the affected Party to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 28.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, PIDC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in clause 29 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

29 TERMINATION

- 29.1 Either party may terminate the Contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 30 "Settlement of Disputes" below shall not be deemed a termination of the Contract.
- 29.2 PIDC reserves the right to terminate without cause the Contract, at any time with thirty (30) days written notice to the Contractor, in which case PIDC shall pay the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 29.3 In the event of any termination of the Contract by PIDC, no payment shall be due from PIDC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of the Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditure.
- 29.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, PIDC may, without prejudice to any other right or remedy it may have, terminate the Contract forthwith. The Contractor shall immediately inform PIDC of the occurrence of any of the above events.

30 SETTLEMENT OF DISPUTES

- 30.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract or the breach, termination or invalidity thereof.
- 30.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

31 PRIVILEGES AND IMMUNITIES

- 31.1 Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of PIDC.