



**Government of Samoa**

**COMMUNITY CONVERSATION PROGRAMS**

**REQUEST FOR PROPOSALS  
("RfP")**

**For**

**CONSULTANCY SERVICES TO CONDUCT REVIEW AND EVALUATION OF  
THE COMMUNITY CONVERSATION PROGRAMS**

**November 2017**

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Our Ref :

Your Ref :

## Ministry of Women, Community & Social Development

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### **PART 1 INVITATION FOR PROPOSAL**

#### *Letter of invitation for Technical Assistance for the review and evaluation of the Community Conversation Programs*

.....November 2017

Dear Sir/Madam,

1. **Request for Proposals (“RfP”)**

The Government of Samoa by and through the Ministry of Women, Community and Social Development (“MWCSD”) hereinafter called the Owner, intends to apply budget support funds for the procurement of the review and evaluation of the Community Conversation Programs.

#### **RfP Documents**

3. This RfP includes the following documents:

- i. Information to Bidders
- ii. Annex 1: Instructions to Consultants
- iii. Annex 2: Technical Proposal – Standard Form
- iv. Annex 3: Financial Proposal – Standard Form
- v. Annex 4: Tender Form
- vi. Annex 5: Contract

4. It is important that you take into account all the information in the Annexures, as non-responsive (non-compliant) and late proposals will not be considered.

5. Please inform us within two (2) days of receipt of this RfP:
- (a) that you received the RfP document including this Letter of Invitation; and
  - (b) whether or not you intend to submit a proposal.

Yours sincerely,

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Fuimapoao Beth OnesimoTuilaepa

**Chief Executive Officer, Ministry of Women, Community and Social Development.**

**ANNEX 1**  
**INSTRUCTIONS TO CONSULTANTS FOR CONSULTANCY SERVICES**  
**[TECHNICAL ASSISTANCE TO CONDUCT REVIEW AND EVALUATION OF**  
**THE COMMUNITY CONVERSATION PROGRAMS]**

**TERMS OF REFERENCE**

**1. Background Information**

Gender equality in political participation remains a challenge in Samoa. Women constitute almost half the population of Samoa however they occupy only 10 per cent of parliamentary seats despite a 2013 constitutional amendment to guarantee a minimum 10 per cent of the Parliamentary seats. In the Samoan context, decision-making on matters pertaining to the welfare of family and society including resources vests in the Matai who are predominantly men. Research indicates that women currently constitute only about 10 per cent of Matais and only about 5 per cent of these women participate in Village Councils. To become a Matai and be able to contest a national election, a person must be able to demonstrate service to their family and village. A national study titled *Political Representation and Women's Empowerment in Samoa* undertaken by the National University of Samoa (NUS) highlighted that negative social attitudes to women's political participation is a key contributing factor to the low number of women with Matai titles thus blocking this "gateway to decision making at village and national level".

On the other hand gender based violence towards women and girls have alarming increased since 2000. The Samoa Family Health and Safety Study 2007 reported a 46% prevalence rate of partner related violence against women aged 15 – 49 years old. The main causes as indicated in the abovementioned study include gender stereotyping and traditional/cultural and Christian beliefs on gender roles which influenced perceptions, attitudes and behaviours to mention a few. Gender based violence towards women and girls has been identified as one of the major challenge barring most women from realising their full potential in society.

In addressing social attitudes that deter women's active participation in decision-making processes and other areas of development, the MWCSD and other agencies have implemented a range of community awareness programs with the objective of changing people's attitudes about women's involvement in politics at all levels. One such activity was the Community Conversation (CC) program championed by the National Council of Women (NCW) and funded by the Samoa Women Shaping Development Program (SWSDP)<sup>1</sup> in 2015. This program targeted 41 villages, 17 from Savaii and 24 from Upolu.

The Community Conversation methodology shows high potential as an effective strategy for change. As such, there is a need to fully review the impacts of this initiative and to identify lessons learned through implementation in order to inform further roll-out of the CC program.

**2. Purpose**

The purpose of this consultancy is to carry out a thorough review and evaluation of the 41 Community Conversation Program implemented by the NCW to inform the next phase.

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<sup>1</sup>The Samoa Women Shaping Development Program is administered by the Ministry of Women, Community and Social Development and funded by the Government of Australia as part of a ten-year regional gender equality initiative.

The specific objectives of this review are to:

1. To review, evaluate and document the NCW led Community Conversations achievements, effectiveness, relevance and efficiency including an assessment of the methodology used.
2. Identify any gaps in implementing the initiative.
3. Identify any lessons learnt and also if there has been any change in the attitudes in the selected villages from the 41 that carried out CC's.
4. Provide recommendations that will assist the design of the new roll out of the Community Conversation program.

### **3. This Consultancy**

#### **3.1 Scope of Services**

In undertaking this study, the Consultant(s) will carry out the following tasks:

1. Develop the evaluation methodology for approval by the Project Management Committee (PMC). This methodology should include, at a minimum, the following:
  - i. Literature review of global CC principles, guidelines and experience, how the CC methodology was used and tailored to fit the Samoan context;
  - ii. Review of documents produced by the implementing agency (NCW) related to the CC program;
  - iii. Development of evaluation tools including stakeholder/beneficiary surveys and/or other participatory tools;
  - iv. Consultations with key stakeholders from implementing and funding agencies to solicit feedback;
  - v. Consultations with a representative sample of at least 20 of the villages involved in the CC pilot program to solicit feedback;
2. Conduct the evaluation according to the approved methodology;
3. Prepare a draft report of findings and recommendations for review by the PMC;
4. Prepare final report, incorporating feedback from the PMC including clear recommendations for enhancing CC effectiveness and efficiency. The final report should also include suggestions for partnership arrangement and monitoring and evaluation;
5. Work in collaboration with the PMC in carrying out this review to ensure that all contractual obligations are achieved within the agreed timeframe and budget and that any issues arising are promptly addressed.
6. Payment to the consultant(s) will be based on completion of four (4) deliverables as specified in Table 1 and Table 2.

#### **3.2 Overall Objective**

The overall objective of this consultancy is to provide technical assistance in the review and evaluation of the Community Conversation Programs.

#### **3.3 Time Frame**

The duration of this consultancy is 30 working days with indicative consultancy days specified in the table below:

Activity	Timeframe	Outcomes and Due Dates
<b>Activity 1: Study Preparation</b> <ul style="list-style-type: none"> <li>➤ Develop evaluation methodology including design of survey instruments and other tools;</li> <li>➤ Review global, regional and national CC literature</li> </ul>	5 days	1. Literature Review and Methodology Report 2. Evaluation Plan. By 19 <sup>th</sup> January 2018
<b>Activity 2: Data Collection and Analysis</b> <ul style="list-style-type: none"> <li>➤ Conduct stakeholder and beneficiary consultations, analyse results</li> </ul>	10 days	Data Collection Report By 19 <sup>th</sup> March 2018
<b>Activity 3: Preparation of Draft Report</b> <ul style="list-style-type: none"> <li>➤ Submission of Draft Report to PMC for feedback</li> </ul>	10 days	By 16 <sup>th</sup> March 2018
<b>Activity 4: Final Report Preparation</b> <ul style="list-style-type: none"> <li>➤ Submission of Final Report with feedback of the PMC incorporated</li> <li>➤ Presentation of findings to the SWSDP Project Management Committee.</li> </ul>	5 days	By 30 <sup>th</sup> March 2018
<b>Total Consultancy</b>	<b>30 days</b>	

The provision of the Consultancy Services is expected to commence from the 15<sup>th</sup> January 2018 and is to be completed by 30<sup>th</sup> March 2018.

### 3.4 Key Deliverables

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

- Literature Review and Methodology Report and Evaluation Plan.
- Data Collection Report
- Draft Report
- Final Report

### 3.5 Qualification/Key Attributes

The Consultant(s) must possess the following education, experience, skills and attributes:

- i. Bachelor of Arts Degree in Gender Studies, Community Development Studies, or Social Work. A minimum of five years professional experience in evaluation, impact assessment or related field;
- ii. Previous experience in undertaking evaluation and/or review work involving analysis of both quantitative and qualitative data;
- iii. Possess a solid understanding and an appreciation of the Samoan development context and culture especially with respect to governance and gender relations;
- iv. Excellent verbal and written communication skills and able to engage effectively with people at all levels of society;

- v. Able to work effectively under pressure, with minimal supervision and meet timelines, and
- vi. Fluency in English and Samoan.
- vii. Availability to commence review by recommended starting date stated above and complete work by recommended end date above.

#### 4. Selection Criteria

The Consultant/Consultancy Firm will be assessed against the following selection criteria:

	<b>Selection Criteria</b>	<b>Weight</b>
1	Bachelor of Arts Degree in Gender Studies, Community Development Studies, or Social Work.	20
2	Minimum of five years professional experience in evaluation, impact assessment or related field	20
3	Previous experience in undertaking evaluation and/or review work involving analysis of both quantitative and qualitative data	10
4	Possess a solid understanding and an appreciation of the Samoan development context and culture especially with respect to governance and gender relations	10
5	Excellent verbal and written communication skills and able to engage effectively with people at all levels of society	10
6	Able to work effectively under pressure, with minimal supervision and meet timelines	10
7	Fluency in English and Samoan	10
8	Availability to commence review by recommended starting date stated above and complete work by recommended end date above	5
9	Ability to meet the proposed timeframe.	5

#### 5. Payment Schedule

Payment will be made based on the following schedule:

<b>Activity</b>	<b>Deliverables</b>	<b>Estimated Dates</b>	<b>Payment Conditions</b>
Activity 1: Study Preparation	1. Evaluation Plan 2. Literature Review & Methodology Report	5	30%
Activity 2: Data Collection & Analysis	Data Collection Report	10	30%
Activity 3: Draft Report Preparation	Draft Report	10	20%



Activity 4: Final Report Preparation	Final Report	5	20%
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## 6. Ensuring your Proposal is Responsive

The six (6) documents that are required for your Proposal to be responsive are set out below. If the Evaluation Panel deems any Proposal to be non-responsive, then that Proposal will not be considered. It is therefore important that you submit all documents as set out below.

### 6.1 Document 1:- Cover Letter

The cover letter should introduce your proposal, list your attachments and be no more than one (1) page.

### 6.2 Document 2:- Eligibility and Capability Statement

The proposal must provide evidence of capability and experience in technical assistance to conduct review and evaluation of the Community Conversation Programs *Annex 2* provides the template for the descriptions of relevant project/consultancy services experience and written references from relevant referees that should be attached to the capability statement provided in this RfP.

The Bidder may be a natural person, private entity or any combination of them in the form a Joint Venture (“JV”) under an existing agreement and must meet the following basic eligibility requirements:

- possess a valid business license- if the Bidder is based here in Samoa, or conducts part of any service in Samoa, holds a business license in accordance with the Business Licenses Act 1998, unless exempted from doing so in accordance with that Act. If the Bidder is based overseas, a valid business license or proof of registration overseas is required from country of residence
- be registered for VAGST (if required to do so under the VAGST Act 2015<sup>2</sup>), and possess the appropriate certification to prove VAGST registration
- be free from insolvency, bankruptcy or similar status;
- has legal capacity to enter into contracts;
- has an adequate record of business integrity;
- possess professional indemnity and public liability insurance;
- not be excluded on the grounds of being debarred from contracting their services to the Government of Sāmoa;
- does not possess a criminal record nor does the Consultant have any pending litigation;
- a fully completed and correct Financial Proposal using the appropriate format in *Annex 3*; and
- a dully executed Tender Form in the form set out in *Annex 5*.

In the case of JV:

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms of the Contract, and

<sup>2</sup> Please refer to paragraph 12 of these instructions for more information on liability to register for VAGST.

- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during the contract execution.

### 6.3 Document 2:- Current Curriculum Vitae

The CV for the Bidder should be no more than four (4) pages.

The CV should be prepared so as to address the qualifications and experience that are required for this assignment, including any sub-consultants if relevant.

**Important Note:** The CV must be accompanied by a declaration by the Bidder that the content is correct and true.

### 6.4 Response to the Selection Criteria

To enable the Evaluation Panel to competitively rate proposals against each other, every selection criteria set out at **paragraph 4** of these instructions must be addressed, noting that this document is separate from the general information covered in the firm's Capability Statement and in the CV.

### 6.5 Financial Proposal

The financial proposal should be presented using the format provided in **Annex 3 – Financial Proposal Standard Form**. You may choose to provide your fee in Samoan Tala (SAT). Fees will be calculated using the exchange rate of the day when the Evaluation Panel evaluates proposals. Fees should include all relevant on-costs and inflators. Fees **must include all applicable local taxes** (VAGST and Withholding etc.).

Please refer to paragraph 12 of these instructions for information on local taxes. This information should enable you to:

- (i) Determine what local taxes you will be liable to pay, or return on behalf of the Government.
- (ii) Properly quote your consultancy fee as part of your Financial Proposal (see Annexes below).

Proposals must remain valid for a period of six (6) months after the closing date of bid submissions, during which time the Bidder shall undertake to maintain, without change, the proposed key staff, and shall hold to both the rates and total price proposed, and in case of a request to extend the validity period, the Consultant retains the right not to do so.

For international Bidders, travel days should not be included in your financial proposal as a chargeable fee day. One (1) travel day for Consultants will be paid as a 'per diem' day only. This day will not attract a consultancy fee.

Please note that the agency funding this project has set standard rates for the following:

- Per diems are payable to international consultants only, with one additional travel day being paid.
- The per diem amount includes in-country accommodation, meals and incidentals, miscellaneous expenses, communication costs, land transport, airport taxes, transfers. The per diems do not have to be acquitted.
- Travel costs will be reimbursed in line with the *actual* economy fare, taking the most direct route. Copies of tickets and boarding passes must be included when reimbursement is sought.

## 6.6 Tender Form

Bidders must submit an original proposal marked “**ORIGINAL**” and three (3) copies, each copy of the proposal should be marked “**COPY**” and in hard copy.

The Bidder’s proposal must be accompanied by a duly executed *Tender Form* as set out in *Annex 4* of this RfP.

Please refer to **paragraph 9** of these instructions for more details.

## 7. Value for money assessment

MWCSD will convene an Evaluation Panel that will rank proposals on the basis of both technical/professional competence and price, ensuring ‘value for money’.

### (a) Evaluation for Technical Proposals

The minimum technical score required to pass the evaluation of the Technical Proposal is **70 points**. Proposals that are not technically compliant in accordance with this RfP will not be considered further, regardless of cost.

### (b) Evaluation for Financial Proposals

For the financial evaluation, the lowest price will be noted 100 points. The formula for determining the financial score Sf is as follows:

$$Sf = 100 \times Pi/Pm, \text{ where } Sf \text{ is the point given to the Proposal } Pi \text{ is the lowest price } Pm \text{ is the price of the evaluated Proposal.}$$

### (c) Global evaluation of the Proposal

The technical proposal is given a weight of 75% and the financial Proposal 25%. The global score is determined as follows:  $S = 75\% St + 25\% Sf$

Where:

- S is the global score
- St is the score of the technical proposal
- Sf is the score of the financial proposal

**The Proposal achieving the highest combined technical and financial score will be selected.**

MWCSD will enter negotiations with the highest rated Consultant for the award of the contract.

MWCSD reserves the right to negotiate the final price in line with the scope of services with the highest rated proposal. If negotiations with the highest rated proposal are unsuccessful, MWCSD may invite the Consultant with the second highest rating and so on until a contract award is finalized.

## **8. Technical Enquiries**

To ensure probity, all relevant technical questions and answers to technical queries will be referred to all other Bidders via email. All questions must be lodged in writing, and telephone call enquiries will not be responded to, so as to ensure fairness and probity.

Only those who have registered their '*intention to tender*' will be provided with this information. But it is noted that a registration of '*intention to tender*' does NOT commit potential consultants to proceeding with a Proposal.

The source of the question will not be divulged neither will the names of the field of Bidders.

MWCSD reserves the right not to answer questions which may materially affect a Bidder's proposal and be deemed as additional information.

'*Registration of intention*' to tender and all technical enquiries should be in writing and directed to:

Fuimapoao Beth Onesemo  
Chief Executive Officer  
Ministry of Women, Community and Social Development  
Tooa Salamasina  
[bonesemo@mwcsd.gov.ws](mailto:bonesemo@mwcsd.gov.ws) or [fmulitalo@mwcsd.gov.ws](mailto:fmulitalo@mwcsd.gov.ws)

All emails regarding technical enquiries must include "*Consultancy Services to Conduct Review and Evaluation of The Community Conversation Programs*" in the subject line.

## **9. Submitting your Proposal**

Closing time and date for submitting of Proposals: Monday 20 November 2018 at 11AM

### **9.1 Separate envelopes**

Bidders are required to submit both their Technical Proposal and their Financial Proposal in one (1) envelope containing two (2) separate sealed envelopes clearly marked:

#### **(i) For the Technical Proposal:**

*"Technical Proposal: Procurement of Services – Technical Assistance for the review and evaluation of the Community Conversation Programs"*

#### **(ii) For the Financial Proposal:**

*“Financial Proposal: Procurement of Services –Technical Assistance for the review and evaluation of the Community Conversation Programs”*

And with the **warning** stating:-*“Do Not Open With Technical Proposal”*

The two (2) envelopes must be clearly named according to whether they contain the Technical or Financial Proposal. These two (2) envelopes are then to be placed into the outer envelope and sealed.

## **9.2 The outer envelope**

The outer envelope shall then be clearly marked:

*“Technical Assistance for the review and evaluation of the Community Conversation Programs”*

And with the **warning** stating: - *“Do Not Open, Except in the Presence of the Government of Samoa Tenders Board before 20 November 2017 at 11AM*

## **9.3 Number of copies**

The Consultant must submit in hard copy, an original marked **“ORIGINAL”**, and three (3) additional copies, each of which must be marked **“COPY”**.

## **9.4 Addressing the proposal to the Tenders Board**

The Proposal (outer envelope) must be addressed and delivered to:

The Secretary

Tenders Board

Private Bag

Ministry of Finance

Level 4 - Central Bank Building

Apia

**SAMOA**

Subject to **paragraph 9.6** below late proposals will not be accepted.

## **9.5 Proposals by fax or email**

Proposals submitted by fax or email may not be accepted.

## **9.6 Late Proposals**

Proposals delivered after the closing time will be deemed to be late and will be returned unopened.

The date cited in this RfP is in accordance with the date in Samoa and Samoan time zone.

MWCSD reserves the rights to open late proposals if the proposals received before closing time are less than three (3).

MWCSD shall not be responsible or held liable for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for proposal rejection.

### **9.7 Opening of Proposals**

All Proposals received shall be opened in public at Tenders Board, Level 4 - Central Bank Building at **11.00AM**, 20 November 2017.

All Bidders who submitted Proposals are invited to be present at the opening of the Proposals as referred to above.

### **10. Right to Reject Proposals**

MWCSD reserves the right to reject any or all of the proposals without assigning any reason whatsoever. MWCSD further reserves the right, at its complete discretion, and without assigning any reasons to cancel, vary the terms and conditions of, or discontinue this bidding process.

### **11. Amendment of the RfP**

No amendment shall be made to this RfP unless by an Addendum issued by MWCSD. The Addendum shall be annexed to the RfP and will be sent to all Bidders who have uplifted the RfP. MWCSD will keep all contact details of all Bidders who have uplifted the RfP.

### **12. Local Taxes Applicable to Consultancy Contracts**

For any consultancy contract, there are two types of tax that may be applicable, and which the consultant should be aware of from the outset: Value Added Goods and Services Tax (VAGST) and withholding tax.

#### **12.1 VAGST**

VAGST is an indirect tax on consumption which must be charged on any “taxable supply” made in Samoa by a “registered person”. A person must apply to be registered for VAGST if they carry on a “taxable activity” in Samoa, and expect that the value of their taxable supplies will exceed ST\$130,000 within any 12 month period.

A “taxable activity” will include any business activity that is carried on in Samoa or overseas. A taxable activity is an activity that is carried on continuously or regularly by a person whether or not for a pecuniary profit and involves or is intended to involve in whole or in part, the supply of goods and services to any person for consideration.

A “taxable supply” is any supply that is made from a taxable activity that is in Samoa.

#### **12.2 Does compulsory registration apply to me?**

A person who operates a taxable activity overseas and who comes to Samoa under a consultancy contract will be required to register for VAGST and to charge VAGST on

their supplies if they meet the relevant registration threshold that is the value of the contract is \$130,000 or more.

### **12.3 Withholding tax**

In terms of withholding tax, the Income Tax Act 2012 provides for withholding tax to be withheld in the following:

- (i) For Samoan residents, withholding tax is to be imposed on all income, whether derived from sources in Samoa or sources worldwide.
- (ii) For non-residents, withholding tax is to be imposed for income generated within Samoa for each tax year.

To determine residency, the relevant tests are as follows:

An individual is resident in Samoa if the individual:

- (a) has his or her home in Samoa during the year; or
- (b) is present in Samoa for a period of, or periods amounting in aggregate to, 183 days in any 12 month period commencing or ending the tax year.

A company is a resident in Samoa if it:

- (a) is incorporated, registered, or formed in Samoa; or
- (b) has its central management and control in Samoa.

A partnership is resident in Samoa if it:

- (a) is formed in Samoa; or
- (b) has its central management and control in Samoa

For a non-resident person that has been awarded a consultancy contract in Samoa, they will be liable to pay non-resident withholding tax at the rate of 15% of the gross consultancy fee, pursuant to sections 10 and 96 of the Income Tax Act 2012. This Act requires that this tax be withheld by the entity paying the fee and remitted directly to the Inland Revenue Service. The use of the withholding tax system removes the need for the non-resident consultant to file a tax return and pay their tax at the end of their contract term.

By law, the payer of the consultancy fee (in most cases, the Government) must issue a withholding tax certificate (known as the P5 Form) as evidence that withholding tax has been deducted. The consultant may show this certificate to the tax office in their home jurisdiction and use it to claim a foreign tax credit.

### **12.4 Exemptions**

For both VAGST and income tax, the law in Samoa recognizes exemptions that are created under international aid/donor funding agreements signed between the Government of Samoa and international bodies or other governments. Thus, where a consultancy contract is being funded under such an international agreement, the agreement should be perused carefully to determine if any specific tax exemptions are attached to the funding.

In many cases, this will be the only circumstance under which Samoan taxes will not be applicable. A consultancy claiming an exemption must be able to point to the relevant part of an international agreement or refer to any of the other exemptions provided under the VAGST Act 2015 and Income Tax Act 2012 to support their claim.



**ANNEX 2**

**TECHNICAL PROPOSAL STANDARD FORM FOR TECHNICAL ASSISTANCE TO  
CONDUCT REVIEW AND EVALUATION OF THE COMMUNITY CONVERSATION  
PROGRAMS**

**Bidder's Experience (Template)**

**Procurement of Services – *Technical Assistance to conduct Review and Evaluation of the  
Community Conversation Programs.***

Using the template below, provide information on no more than [two] relevant projects, such as this for which you/your firm was legally contracted as a corporate entity.

This supportive information should be provided as part of **Document 2** (refer to paragraph 7 of *Annex 1*).

<b>Project name:</b>	<b>Approx. value of the contract (in current SAT\$)</b>
<b>Name of client:</b>	<b>Country:</b>
<b>Total number of staff-months in the project:</b>	<b>Duration of project (months):</b>
<b>Names(s) of senior professional staff of your firm involved and functions performed (e.g. Project Director/Coordinator, Team Leader)</b>	
<b>Narrative description of Project:</b>	
<b>Summary of Project impact:</b>	
<b>Name and contact details for referee:</b>	
Name.....	
Position.....	
Email.....	
Telephone number.....	

**ANNEX 3**  
**FINANCIAL PROPOSAL TEMPLATE FOR TECHNICAL ASSISTANCE TO**  
**CONDUCT REVIEW AND EVALUATION OF THE COMMUNITY**  
**CONVERSATION PROGRAMS**

**Procurement of Services – *Technical Assistance to conduct Review and Evaluation of the Community Conversation Programs.***

This Financial Proposal remains valid for six (6) months from the closing date of the RfP.

Name of Bidder

.....

	<b>Number of person days</b>	<b>Daily rate (7 days per week, as regarded as a short term project)</b>	<b>Total Consultancy Fee (in SAT\$)</b>  <b>Number of days x daily rate</b>
<b>Total Consultancy Fee (inclusive of VAGST &amp; all other applicable Taxes)</b>			

This Consultancy Fee is *inclusive of VAGST and all other applicable local taxes.*

**Both taxes** must be factored into the Financial Proposal. The withholding tax should not be calculated separately from the Consultancy fee as the withholding tax is not an add on tax. The Bidder may only calculate the VAGST separately from the Consultancy fee as the VAGST is an indirect tax.

The Consultancy Fee does **NOT** include *per diems* and travel costs. *Per diems* are fixed project costs, and the most direct economy airfares are paid as reimbursable.

*Per diems* and air fares should be separately itemised from the Consultancy Fee but will form part of the Bidder’s total financial Bid Price.

**ANNEX 4**  
**TENDER FORM FOR TECHNICAL ASSISTANCE TO CONDUCT REVIEW AND**  
**EVALUATION OF THE COMMUNITY CONVERSATION**  
**PROGRAMS**

**TO:**           **Fuimapoao Beth OnesemoTuilaepa**  
                  **Chief Executive Officer**  
                  **Ministry of Women, Community & Social Development**

**BY:**           [Insert name of Bidder]  
                  [Insert registered address of Bidder]

**1.       THE OFFER**

- 1.1   I/We.....  
      The undersigned, tender(s) to perform the Consultancy Services in accordance with the TOR in this RfP and my/our Financial Proposal which is in a separate and sealed envelope.
- 1.2   I/We undertake, if my/our Proposal is accepted to forthwith commence the Consultancy Services and to perform them in accordance with the TOR.
- 1.3   We agree to be bound by this Proposal for the Tender Validity Period of six (6) months from the closing date of this tender.
- 1.4   This Tender will not be deemed to be accepted unless and until the Government of Samoa and the Tenderer sign the formal contract.
- 1.5   I/We understand that the Government of Samoa is not bound to accept the lowest price Proposal of any Proposal that it may receive. The successful Bidder will be selected on the basis of value for money.
- 1.6   I/We guarantee that in preparation of this Proposal, I/we have not communicated in any way or arrived at any understandings with any potential Bidder, ensuring that there is no collusion with any other Tenderer that may reduce competitiveness of the tender process for this assignment.
- 1.7   I/We acknowledge that this Proposal binds each party constituting the Tenderer both jointly and severally (where applicable).

**2.       ADDRESS OF THE BIDDER**

Address of the office/place of business of the Bidder:

.....  
Address for serving of notices (not a PO Box address):

Telephone number.....

Fax number.....

Email contact.....

If a firm, the name and address of the Authorized Executive representative

.....

.....

Dated this.....day of..... **[Insert year]**.

Signed by:

.....

For and behalf of the Bidder in the presence of:

Signature of Witness: .....

Name of witness: .....

Occupation: .....



**Government of Samoa**

**CONTRACT FOR TECHNICAL ASSISTANCE TO CONDUCT REVIEW AND  
EVALUATION OF THE COMMUNITY CONVERSATION PROGRAMS**

**Between**

**MINISTRY OF WOMEN, COMMUNITY AND SOCIAL DEVELOPMENT**

(“the Principal”)

**and**

**[INSERT SOLE TRADER/FIRM]**

(“the Consultant”)

**November 2017**

**THIS CONTRACT** is made on the ..... day of .....**2018**.

**PARTIES:** The **GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **HONOURABLE FAIMALOTOA KIKA IEMAIMA STOWERS** (in this Contract referred to as “the Principal”) for the one part,

**AND** **[INSERT SOLE TRADER/FIRM – LEGAL DESCRIPTION]**, having its principal office in **[INSERT ADDRESS]** (in this Contract referred to as "the Consultant") of the other part.

- PURPOSE:**
- A.** The Principal has engaged the Consultant to perform the services set out in *Item A of the Schedule* (“Consultancy Services”).
  - B.** The Principal and the Consultant (collectively “the Parties”) have agreed for the Consultant to perform the Consultancy Services in accordance with the terms and conditions of this Contract.

**NOW THEREFORE**, the Parties agree as follows:

## **CONDITIONS OF CONTRACT**

### **1. INTERPRETATION**

1.1 In this Contract, unless the contrary intention appears:

**Commencement Date** means the date upon which this Contract commences and is set out in clause 1.1 of *Schedule II*;

**Completion Date** means the date upon which this Contract is completed and ends as set out in clause 1.1 of *Schedule II*;

**Contract** means this document and all Schedules attached to it and it is the Contract under which the Services are to be provided to the Principal;

**Consultancy Services** means the services set out in *Schedule I*;

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) is designated by the Principal as confidential;
- or
- (c) the Consultant knows or ought to know is confidential;

and includes information concerning the processes and policies, financial arrangements or affairs of the Principal, the terms of this Contract, but excludes information that is publicly known other than as a result of the Consultant's breach of this Contract and excludes information lawfully in the possession of the Consultant through a source other than the Principal.

<b>Contract Material</b>	means the material required to be provided to the Principal as part of the Consultancy Services and is set out in <i>clause 3.1 of Schedule II</i> of the Contract;
<b>Consultancy Fee</b>	means the total amount payable to the Consultant for the provision of the Services and is set out in <i>4.1 of the Schedule II</i> ;
<b>Consultant</b>	means the person or body, party to this Contract, engaged to perform the Consultancy Services and includes officers, employees, agents and authorized sub-contractor (and their employees and agents) utilized by the Consultant for the Consultancy Services;
<b>Delegate</b>	means the Principal's representative for the purposes of the Contract and is set out in <i>clause 3.1 of Schedule II</i> ;
<b>Deliverable</b>	means any document, piece of equipment, data or other creation required to be delivered to the Principal in order to complete the performance of the Consultancy Services;
<b>Document</b>	includes: <ul style="list-style-type: none"><li>(a) any paper or other material on which there is writing;</li><li>(b) any paper or other material on which there are maps, figures, symbols or perforations to interpret them; and</li><li>(c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device;</li></ul>
<b>Force Majeure</b>	refers to any event, including, but not limited to, wars, strikes, epidemics, civil disturbances, natural disasters or inclement weather, that is unforeseeable and beyond the reasonable control of either Party, the occurrence and effect of which is unavoidable and insurmountable;
<b>Intellectual Property</b>	Is the complete range of intangible property rights including all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to

inventions (including patent rights), plant varieties, registered and unregistered trademarks (including Project marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields whether created before, on or after the commencement of the Contract;

**New Intellectual Property** All intellectual rights, including but not limited to copyright in all concepts, designs, drawings, specifications, plans, studies, reports and documentation collated, prepared or created by the Consultant (or persons on behalf of the Consultant) in carrying out the Services but not including pre-existing intellectual property.

**Parties** means the Principal and the Consultant;

**Person** includes any natural person, partnership, or body corporate, unless the context requires otherwise;

**Personnel** means any person employed by the Consultant and who has been approved by the Principal to carry out all or part of the work constituting the Consultancy Services in accordance with Clause 5 of this Contract;

**Time Frame** means the period within which the Consultancy Services must be provided and is set out in Item C of the Schedule;

**Working Day** means every day except Saturday and Sunday and any public holiday;

**Writing** means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Contract, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a body whether corporate or otherwise;
- (e) all monetary references are to be made in accordance with the currency specified in *Schedule II*;



- (f) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (g) a reference to “consent” or “approval” means prior written consent or prior written approval;
- (h) if any expression is defined, other grammatical forms of that expression will have corresponding meanings.

1.3 This Contract records the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements and undertakings with respect thereto.

1.4 If the Consultant comprises two (2) or more persons, this Contract will bind them jointly and severally.

1.5 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.

## **2. EVIDENCE OF CONTRACT AND PRECEDENCE**

2.2 The terms of the Contract between the Principal and the Consultant are those appearing in:

- (a) The Conditions of Contract; and
- (b) The Schedules to the Contract.

2.1 In the event of any inconsistency between the Conditions of Contract and the Schedule to the Contract, the Schedule of the Contract shall prevail.

## **3. THE PROVISION OF CONSULTANCY SERVICES**

3.1 The Consultant agrees to:

- (a) perform the Services with all skill, care and diligence and in an efficient and professional manner in accordance with the terms of this Contract;
- (b) provide the Contract Material specified in *Schedule II* as part of the Consultancy Services;
- (c) comply with the Time Frame for the performance of the Consultancy Services specified in *Schedule II*; and
- (d) liaise with the Delegate specified in *Schedule II* and provide any information the Delegate or the Principal through the Delegate may reasonably require and comply with any reasonable request made by the Delegate related to the Consultancy Services.

## **4. PAYMENT FOR CONSULTANCY SERVICES**

- 4.1 The Principal agrees to pay to the Consultant the Consultancy Fee set out in *Schedule II*. The Principal shall make payment to the Consultant in accordance with the terms set out in *Schedule II*.
- 4.2 The Consultant acknowledges that the Consultancy Services must be wholly completed in accordance with this Contract before the Consultant becomes entitled to any payment under this Contract.
- 4.3 The Principal shall make payment to the Consultant within *period specified in the Schedule* after receipt of a correctly rendered invoice in accordance with *Schedule II*.
- 4.4 Without derogating from any other right the Principal may have, the Principal is entitled to defer payment of the Consultancy Fee or any part thereof until the Consultant has completed the Consultancy Services to the satisfaction of the Principal. In such an event, the Consultant will promptly provide (or provide again) without any additional cost to the Principal, any part of the Consultancy Services that are certified by the Delegate as not having been completed or performed to his/her satisfaction and the Principal may, without limiting any other rights it may have, defer payment for that part of the Consultancy Services until the Delegate is satisfied that the Consultancy Services have been provided (or provided again) in accordance with this Contract.
- 4.5 Payment of any amount to the Consultant will not constitute an admission by the Principal that the Consultancy Services have been properly provided in accordance with this Contract.

## **5. PERSONNEL AND SUB-CONTRACTORS**

- 5.1 The Consultant agrees not to subcontract to, or employ any other person the performance of any part of the Consultancy Services without prior written approval from the Principal. The Consultant further agrees not to recruit or attempt to recruit staff, or employees from amongst the Principal's personnel.
- 5.2 The Consultant shall ensure that its Personnel will meet the Consultant's obligations to execute and complete the Consultancy Services in accordance with the terms of this contract regardless of any other unrelated Consultancy work they are undertaking.
- 5.3 The Consultant shall not make any changes in the Personnel agreed under the terms of this Contract without notifying the Principal, which may oppose such a change on the basis of the Contract. The Consultant on its own initiative must propose a replacement if it becomes necessary to replace a member of the Consultant's personnel for reasons outside the Consultant's control. Where a member of the Consultant's Personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and remuneration to be paid to the replacement cannot exceed that received by the member who has been replaced. Additional costs incurred by the replacement of the member are the responsibility of the Consultant.

- 5.4 The Consultant shall, in all dealings with its labour and labour of its subcontractors (if any) connected to this Contract, pay due regard to all relevant labour laws applicable to the Consultant's key Personnel (and sub-contractors personnel) including laws relating to their health, safety and welfare. The Consultant shall also pay due regard to official public holidays and locally recognised days of rest in Samoa. If and when the Consultant considers it necessary to carry out services during these days so as to meet Due Dates and requests the Principal's consent thereto, the Principal shall not unreasonably withhold such consent.
- 5.5 The Principal may impose any terms and conditions it considers appropriate when giving its approval under Clause 5.1 and Clause 5.2.

## **6. RESPONSIBILITY OF CONSULTANT**

- 6.1 The Consultant agrees to be fully responsible for the performance of the Consultancy Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:
- (a) involvement by the Principal and/or Delegate in the performance of the Consultancy Services;
  - (b) payment made to the Consultant on account of the Consultancy Services; and/or
  - (c) sub-contracting or employing of any other person to perform the Consultancy Services.
- 6.2 The Consultant shall prepare and provide the designs, drawings and all documentation to the Principal in accordance with the ***Terms of Reference in Item A of Schedule I and clause 3.1 (b) of Schedule II***. The Design materials and drawings must be provided to the Principal in accordance with Time Frames in ***clause 3.1 (c) of Schedule II***.
- 6.3 The Consultant warrants and undertakes that the Consultant:
- (a) is experienced in the management, co-ordination and/or production of design documentation for projects containing elements similar to the elements comprising the Contract Services and Works;
  - (b) has examined the documents and requirements comprising the contract, including but not limited to the Plans and Specifications; and
  - (c) has arranged the requisite insurance policies as required in clause 13.1 of Schedule II.
- 6.4 The Contractor is responsible for any design and/or documentation work it carries out, and the performance of the design work and the Consultant must ensure that such works are designed, the design developed and the design documentation prepared with the degree of skill, care and diligence reasonably expected of a professional providing services similar to the design work in accordance with innovation and cost effective design and construction solutions and in accordance with this Contract. The Consultant must ensure that:
- (a) to the extent that the Consultant undertakes the design work, the Consultant has the necessary experience, skills and expertise to carry out such work;

- (b) the designs and design documentation are prepared in accordance with proper professional architectural or engineering practices and principles;
- (c) such works and all services and features included in such works are professionally designed to be appropriate and fit for the purpose(s) described in or reasonably inferred from this Contract;
- (d) where the Consultant forms the opinion on reasonable grounds, at any time that an element of the design or design documentation does not comply with the Contract or contains errors or omissions the Consultant must direct its Consultants to rectify the non compliance (at no additional cost to the Principal) and inform the Principal in writing.

## **7. RESPONSIBILITY OF THE PRINCIPAL**

- 7.1 Employees and staff of the Principal shall make themselves available to the Consultant during work hours to be interviewed in relation to the Consultancy Services.
- 7.2 The Principal shall grant access to the Consultant to view any data or information reasonably required by the Consultant in relation to the Consultancy Services.
- 7.3 The Principal shall assist the Consultant with arranging for consultation meetings with stakeholders for the purposes of the Consultancy Services where necessary.

## **8. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL**

- 8.1 Intellectual Property in all New Contract Material vests or will vest in the Principal in accordance with the requirements set out in *Schedule II*. The Consultant agrees to be liable should there be a time lapse between commencement of the Consultancy Services and the date of the Contract to ensure that Material produced in that period is not pre-existing Material, in respect of which the Intellectual Property does not vest in the Principal. Intellectual property rights in records supplied to the Consultant by the Principal for reproduction or guidance remains vested in the Principal.
- 8.2 Title to and intellectual property rights in all New Contract Material, including each and every stage of design and production of it, will upon its creation be transferred to the Principal without need for further assurance. Otherwise, the Consultant agrees to bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to Clause 8.
- 8.3 This Contract does not affect intellectual property rights in Existing Contract Material but the Consultant grants, and will ensure that relevant third parties grant, to the Principal a paid up non-exclusive, non-transferable license:
  - (a) to use, reproduce and adapt for its own use;
  - (b) to perform any other act with respect to copyright; and
  - (c) to manufacture, sell, hire or otherwise exploit a product or process or to

provide a service or to license a third party to do any of those things in respect of

the Existing Contract Material but only as part of the Contract Material (and any further development of that material). The Consultant warrants that the Contract Material, excluding Existing Contract Material, will not infringe any Intellectual Property rights including those of any third party.

- 8.4 Any Deliverable, design, studies, reports or other material, prepared by the Consultant for the Principal under this Contract shall remain the property of the Principal. The Consultant may retain a copy of such Material. Any disclosure or use of the Contract Material for purposes outside of this Contract is subject to the prior written approval from the Principal.
- 8.5 Upon the expiration or earlier termination of this Contract, the Consultant will deliver to the Principal all records, Contract Material and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the Principal.
- 8.6 This Clause 8 shall survive termination or expiration of this Contract.

## **9. DISCLOSURE OF INFORMATION**

- 9.1 The Consultant agrees not to disclose to any person, other than its employees, officers, subcontractors and agents (to the extent necessary for the performance of the Consultancy Services) and the Principal, any Confidential Information relating to this Contract or the Consultancy Services without prior written approval from the Principal.
- 9.2 The Principal agrees not to use or disclose to any third party, the Consultant's Confidential Information, except where use or disclosure is reasonably required to enable the Consultancy Services to be performed and/or to enable the Principal to use the outputs from this Contract in the manner intended by the Parties.
- 9.3 The Principal may impose any conditions or restrictions it considers appropriate when giving its approval under Clause 9.1.
- 9.4 The Principal may at any time require the Consultant to give, and to arrange for its officers, employees, agents and subcontractors engaged in the performance of the Consultancy Services to give prompt undertakings in writing in a form required by the Principal, relating to the non-disclosure of Confidential Information.
- 9.5 The obligations on the Consultant under Clause 9 will not be taken to have been breached where the information referred to is legally required to be disclosed.
- 9.6 The Consultant shall immediately notify the Principal if it becomes aware of a breach of this Clause 9 or if a disclosure of Confidential Information is required by law.

9.7 The obligations under Clause 9 shall survive the expiration or termination of this Contract.

## **10. COMPLIANCE WITH LAW**

10.1 The Consultant agrees, in carrying out this Contract, to comply with all relevant laws of the Independent State of Samoa.

## **11. CONFLICT OF INTEREST**

11.1 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of commencement of the Consultancy Services that no conflict with the interests of the Principal exists or is likely to arise in the performance of the Consultancy Services.

11.2 If, during the performance of the Consultancy Services, a conflict of interest arises, or appears likely to arise, the Consultant agrees to:

- (a) Notify the Principal immediately in writing;
- (b) Make full disclosure of all relevant information relating to the conflict or apparent or likely conflict; and
- (c) Take such steps as the Principal may reasonably require resolving or otherwise dealing with the conflict.

11.3 If the Consultant does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required under this Clause, the Principal may terminate this Contract in accordance with the provisions of this Clause or Clause 15.

## **12. INDEMNITY**

12.1 The Consultant agrees to indemnify the Principal from and against any:

- (a) liability incurred by the Consultant in the performance of the Consultancy Services;
- (b) loss of or damage to tangible property of the Principal caused by the Consultant, its officers, employees, agents or subcontractors;
- (c) loss or expense incurred by the Principal in dealing with any claim against it including legal costs and expenses resulting from any act or omission by the Consultant, its officers, employees, agents or sub-contractors in connection with this Contract;
- (d) any breach by the Consultant of its obligations under this Contract, including any loss or damage attributable to any such breach; and
- (e) any use or disclosure by the Consultant, its officers, employees, agents or sub-contractors of Confidential Information held by them or controlled by them in connection with this Contract.

12.2 The Consultant's liability to indemnify the Principal under Sub-Clause 12.1 will be reduced proportionately to the extent that any negligent act or omission of the Principal contributed to the relevant liability, loss or damage.

12.3 The obligations under Clause 12 shall survive the expiration or termination of this Contract.

### **13. INSURANCE**

13.1 The Consultant agrees, for so long as any obligations remain in connection with this Contract, to take out and maintain in effect the insurance specified in *Schedule II* for all the Consultant's obligations under this Contract, including those which survive the expiration or termination of the Contract.

13.2 The identity of the insurers and the form of the policies shall be subject to the approval of the Principal, such approval not to be unreasonably withheld.

### **14. DISPUTE RESOLUTION**

14.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

- (a) first, the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the Parties *period as specified in Schedule II* from the sending of the notice under (a) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, either party may commence legal proceedings if:
  - (i) there is no resolution or agreement; or
  - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within the *period as specified in Schedule II* of the submission, or such extended time as the parties may agree in writing before the expiration of thirty (30) working days.

14.2 Where a matter becomes a dispute in accordance with Clause 14, either party may, within forty-eight (48) hours' notice to the other party, suspend the performance of the Consultancy Services until such time as the dispute is resolved. The Parties however, may agree to waive suspension and may continue to the extent possible, to implement those parts of the Contract unrelated to the dispute.

14.3 Clause 14 does not apply to either party commencing legal proceedings for urgent interlocutory relief.

## **15. TERMINATION OF CONTRACT BY THE PRINCIPAL**

15.1 The Principal may at any time by notice, terminate or reduce the scope of this Contract in any of the following events:

- (a) breach of any of the conditions under this Contract;
- (b) misconduct by the Consultant;
- (c) conviction of the Consultant of any offence that is viewed by the Principal to be serious;
- (d) where the Consultant has been declared bankrupt; or
- (e) as otherwise determined by the Principal in accordance with the circumstances.

15.2 Upon receipt of a notice of termination or reduction under Clause 15.1 the Consultant agrees to:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from the termination or reduction and to protect the Contract Material; and
- (c) continue work on any part of the Consultancy Services not affected by the notice.

15.3 Where there has been a termination under Sub-Clause 15.1, the Principal shall be liable only for:

- (a) payments under *clause 4.1 of Schedule II* for services rendered before the effective date of termination; and
- (b) reasonable costs incurred by the Consultant which are directly attributable to the termination.

15.4 In relation to any payment under Sub-Clause 15.3(b) the Principal shall not be liable to pay an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the costs set out in *Clause 4.1 of Schedule II*.

15.5 The Consultant shall not be entitled to any compensation for termination or reduction under this Clause, including any compensation for loss of prospective profits.

15.6 Upon termination of this Contract, all monies which have been paid and all money to be paid for work and services done prior to the date of termination will be in full and final satisfaction of claims by the Consultant under this Contract.

## **16. TERMINATION BY CONSULTANT**



16.1 The Consultant may terminate this Contract, in accordance with the *period for written notice to the Principal as set out in Schedule II*, in the case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- (a) if the Principal fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute, *within the periods specified in Schedule II* after receiving written notice from the Consultant that such payment is overdue; or
- (b) if the Principal is in material breach of its obligations pursuant to this Contract and has not remedied the same *within the periods specified in Schedule II* (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Principal of the Consultant's notice specifying such breach.

## **17. TERMINATION FOR DEFAULT**

17.1 Where a party fails to satisfy any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within the *period as set out in Schedule II* and if not remedied within that time, may terminate this Contract immediately.

## **18. FORCE MAJEURE**

18.1 Should a party, due to the occurrence of Force Majeure, fail to perform this Contract in full or in part, such party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder.

18.2 Should a party fail to perform on time its duties under this Contract and subsequently Force Majeure were to occur, such party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.

18.3 Should a party be unable to perform this Contract as a result of Force Majeure, it shall inform the other party, as soon and as quickly as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for the nonperformance, so as to minimize any losses incurred by the other party as a consequence thereof.

18.4 The party affected by Force Majeure may suspend the performance of its obligations under this Contract until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible its adverse effects, as well as any resulting losses.

18.5 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than thirty (30) days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure during the currency of this Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate this Contract by giving a notice to the other.

## **19. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

- 19.1 The relationship of the Consultant to the Principal is that of independent Consultant and nothing contained herein shall be construed as creating any other relationship. The Consultant agrees not to represent himself, and to use his best endeavours to ensure that his officers, employees, agents and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the Principal, or as otherwise able to bind or represent the Principal.
- 19.2 The Consultant is not by virtue of this Contract an officer, employee, partner or agent of the Principal, nor does the Consultant have any power or authority to bind or represent the Principal.

## **20. WAIVER**

- 20.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 20.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 20.3 In Clause 19, '*rights*' means rights or remedies provided by this Contract or at law.

## **21. ASSIGNMENT AND NOVATION**

- 21.1 The Consultant cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior written approval from the Principal. Any attempted assignment without such approval shall be null and void.
- 21.2 The Consultant agrees not to consult with any other person for the purposes of entering into an arrangement that would or could require novation of the Contract without first consulting with and obtaining the written approval of the Principal.
- 21.3 This Contract shall inure to the benefit of and be binding on the respective successors, representatives and assigns of the Consultant.

## **22. APPLICABLE LAW**

- 22.1 The Contract will be governed by, and construed in accordance with the laws **as specified in Schedule II.**

## **23. NOTICES**

- 23.1 Any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:

- (a) if given by the Consultant to the Principal- marked for the attention of the Delegate at the address indicated in *Schedule II*; or
- (b) if given by the Principal to the Consultant- signed by the Delegate and marked with the address indicated in *Schedule II*.

23.2 Any notice, request or other communication is to be delivered by hand or sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

23.3 A notice, request or other communication shall be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid post, upon the expiration of two (2) working days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

## **24. SKILLS TRANSFER**

24.1 The Consultant shall use its best endeavors to impart skills and to instruct the Principal's employees with whom the Consultant has contact in the performance of the Consultancy Services, with a view to increasing and consolidating the skills base within the Principal's Division *as specified in Schedule II*.

## **25. SECURITY AND ACCESS**

25.1 The Consultant shall, when using the Principal's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the Consultant by the Principal.

25.2 The Consultant shall give the Delegate, and any other persons authorized in writing by the Principal, reasonable access to premises without delay occupied by the Consultant where the Consultancy Services are being undertaken and will permit them to inspect any Contract Material or other Material related to the Consultancy Services.

25.3 The Delegate and any other person authorized by the Principal, when at the Consultant's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities as notified by the Consultant to the Principal.

## **26. VARIATION**

26.1 No variation of this Contract is binding unless it is agreed to in writing between the Parties.

## **27. CONSULTANT'S ACKNOWLEDGEMENT**

- 27.1 The Consultant acknowledges that before entering into this Contract, the Consultant was given a copy of the Contract and is aware of the right to seek independent legal advice on its terms if the Consultant so desires, and given reasonable opportunity to take such advice.
- 27.2 The Consultant also warrants that the representative who will be executing this Contract on behalf of the Consultant has all the proper authority to execute this Contract.
- 27.3 The Consultant now signs this Contract in agreement to all the terms and conditions set out herein.

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

**EXECUTED** by the **MINISTER OF WOMEN** )  
**COMMUNITY & SOCIAL DEVELOPMENT** ) .....  
**HONOURABLE FAIMALOTOA KIKA IEMAIMA** )  
**STOWERS** )  
for and on behalf of the **GOVERNMENT OF SAMOA** )

**AND**

**SIGNED** by **[INSERT NAME]** ) .....  
for and on behalf of **[INSERT NAME OF** )  
**FIRM/COMPANY]** )

in the presence of:

.....  
(Signature)

.....  
(Designation)

## **SCHEDULE I**

### **Item A – The Consultancy Services (see clauses 1.1 and 3.1)**

*A1. The services to be provided by the Consultant are stated in the Terms of Reference (“TOR”) below:*

#### **TERMS OF REFERENCE**

### **CONSULTANCY SERVICES: REVIEW AND EVALUATION OF THE COMMUNITY CONVERSATIONS PROGRAM**

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#### **3. Background**

Gender equality in political participation remains a challenge in Samoa. Women constitute almost half the population of Samoa however they occupy only 10 per cent of parliamentary seats despite a 2013 constitutional amendment to guarantee a minimum 10 per cent of the Parliamentary seats. In the Samoan context, decision-making on matters pertaining to the welfare of family and society including resources vests in the Matai who are predominantly men. Research indicates that women currently constitute only about 10 per cent of Matais and only about 5 per cent of these women participate in Village Councils. To become a Matai and be able to contest a national election, a person must be able to demonstrate service to their family and village. A national study titled *Political Representation and Women’s Empowerment in Samoa* undertaken by the National University of Samoa (NUS) highlighted that negative social attitudes to women’s political participation is a key contributing factor to the low number of women with Matai titles thus blocking this “gateway to decision making at village and national level”.

On the other hand gender based violence towards women and girls have alarming increased since 2000. The Samoa Family Health and Safety Study 2007 reported a 46% prevalence rate of partner related violence against women aged 15 – 49 years old. The main causes as indicated in the abovementioned study include gender stereotyping and traditional/cultural and Christian beliefs on gender roles which influenced perceptions, attitudes and behaviours to mention a few. Gender based violence towards women and girls has been identified as one of the major challenge barring most women from realising their full potential in society.

In addressing social attitudes that deter women’s active participation in decision-making processes and other areas of development, the MWCSD and other agencies have implemented a range of community awareness programs with the objective of changing people’s attitudes about women’s involvement in politics at all levels. One such activity was the Community Conversation (CC) program championed by the National Council of Women (NCW) and funded

by the Samoa Women Shaping Development Program (SWSDP)<sup>3</sup> in 2015. This program targeted 41 villages, 17 from Savaii and 24 from Upolu.

The Community Conversation methodology shows high potential as an effective strategy for change. As such, there is a need to fully review the impacts of this initiative and to identify lessons learned through implementation in order to inform further roll-out of the CC program.

#### **4. Purpose and Objectives**

The purpose of this consultancy is to carry out a thorough review and evaluation of the 41 Community Conversation Program implemented by the NCW to inform the next phase.

The specific objectives of this review are to:

5. To review, evaluate and document the NCW led Community Conversations achievements, effectiveness, relevance and efficiency including an assessment of the methodology used.
6. Identify any gaps in implementing the initiative.
7. Identify any lessons learnt and also if there has been any change in the attitudes in the selected villages from the 41 that carried out CC's.
8. Provide recommendations that will assist the design of the new roll out of the Community Conversation program.

#### **3. Scope of Services**

In undertaking this study, the Consultant(s) will carry out the following tasks:

7. Develop the evaluation methodology for approval by the Project Management Committee (PMC). This methodology should include, at a minimum, the following:
  - vi. Literature review of global CC principles, guidelines and experience, how the CC methodology was used and tailored to fit the Samoan context;
  - vii. Review of documents produced by the implementing agency (NCW) related to the CC program;
  - viii. Development of evaluation tools including stakeholder/beneficiary surveys and/or other participatory tools;
  - ix. Consultations with key stakeholders from implementing and funding agencies to solicit feedback;
  - x. Consultations with a representative sample of at least 20 of the villages involved in the CC pilot program to solicit feedback;
8. Conduct the evaluation according to the approved methodology;
9. Prepare a draft report of findings and recommendations for review by the PMC;

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<sup>3</sup> The Samoa Women Shaping Development Program is administered by the Ministry of Women, Community and Social Development and funded by the Government of Australia as part of a ten-year regional gender equality initiative.

10. Prepare final report, incorporating feedback from the PMC including clear recommendations for enhancing CC effectiveness and efficiency. The final report should also include suggestions for partnership arrangement and monitoring and evaluation;
11. Work in collaboration with the PMC in carrying out this review to ensure that all contractual obligations are achieved within the agreed timeframe and budget and that any issues arising are promptly addressed.
12. Payment to the consultant(s) will be based on completion of four (4) deliverables as specified in Table 1 and Table 2.

#### **4. Essential Qualifications and Key Attributes**

The Consultant(s) must possess the following education, experience, skills and attributes:

- viii. Bachelor of Arts Degree in Gender Studies, Community Development Studies, or Social Work. A minimum of five years professional experience in evaluation, impact assessment or related field;
- ix. Previous experience in undertaking evaluation and/or review work involving analysis of both quantitative and qualitative data;
- x. Possess a solid understanding and an appreciation of the Samoan development context and culture especially with respect to governance and gender relations;
- xi. Excellent verbal and written communication skills and able to engage effectively with people at all levels of society;
- xii. Able to work effectively under pressure, with minimal supervision and meet timelines, and
- xiii. Fluency in English and Samoan.
- xiv. Availability to commence review by recommended starting date stated above and complete work by recommended end date above.



**A2.** *THE PROVISION OF THE CONSULTANCY SERVICES SHALL BE IN CONFORMITY WITH THE TERMS OF REFERENCE SET OUT IN A1 ABOVE AND THE CONSULTANT'S PROPOSAL HEREIN ATTACHED AND MARKED AS "A2" UNLESS THE PARTIES AGREE TO VARY THIS CONTRACT IN ACCORDANCE WITH CLAUSE 26.*

CONSULTANT'S PROPOSAL

[INSERT THE PROPOSAL]

## SCHEDULE II

### For Specific Conditions of the Contract

Clause Reference	Information Required															
Clause 1.1	This Contract shall commence on the <b>Execution of the Contract</b> (“the <u><i>Commencement Date</i></u> ”) and must be completed no later than <b>three months from the commencement date</b> (“the <u><i>Completion Date</i></u> ”) or as otherwise agreed in writing between the Parties.															
Clause 1.2 (e)	Samoa Tala (SAT\$)															
Clause 3.1 (b)	<p><u><b>Contract Material</b></u></p> <p>The Consultant shall provide to the Principal the following materials in accordance with the Terms of Reference above:</p> <ul style="list-style-type: none"> <li>• Draft report of findings and recommendations for review by the Project Management Committee</li> <li>• Final Report incorporating feedback from the Project Management Committee including clear recommendations for enhancing Community Conversation effectiveness and efficiency.</li> </ul>															
Clause 3.1(d)	<p><b>Time Frame (see clauses 1.1 and 3.1)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Timeframe</th> <th style="text-align: center;">Outcomes and Due Dates</th> </tr> </thead> <tbody> <tr> <td> <p><b>Stage 1: Study Preparation</b></p> <ul style="list-style-type: none"> <li>➤ Develop evaluation methodology including design of survey instruments and other tools;</li> <li>➤ Review global, regional and national CC literature</li> </ul> </td> <td style="text-align: center;">5 days</td> <td> <p>1. Literature Review and Methodology Report</p> <p>2. Evaluation Plan.</p> <p>By 19<sup>th</sup> January 2018</p> </td> </tr> <tr> <td> <p><b>Stage 2: Data Collection and Analysis</b></p> <ul style="list-style-type: none"> <li>➤ Conduct stakeholder and beneficiary consultations, analyse results</li> </ul> </td> <td style="text-align: center;">10 days</td> <td> <p>Data Collection Report</p> <p>By 19<sup>th</sup> March 2018</p> </td> </tr> <tr> <td> <p><b>Stage 3: Preparation of Draft Report</b></p> <ul style="list-style-type: none"> <li>➤ Submission of Draft Report to PMC for feedback</li> </ul> </td> <td style="text-align: center;">10 days</td> <td> <p>By 16<sup>th</sup> March 2018</p> </td> </tr> <tr> <td> <p><b>Stage 4: Final Report Preparation</b></p> <ul style="list-style-type: none"> <li>➤ Submission of Final Report with feedback of the PMC incorporated</li> </ul> </td> <td style="text-align: center;">5 days</td> <td> <p>By 30<sup>th</sup> March 2018</p> </td> </tr> </tbody> </table>	Activity	Timeframe	Outcomes and Due Dates	<p><b>Stage 1: Study Preparation</b></p> <ul style="list-style-type: none"> <li>➤ Develop evaluation methodology including design of survey instruments and other tools;</li> <li>➤ Review global, regional and national CC literature</li> </ul>	5 days	<p>1. Literature Review and Methodology Report</p> <p>2. Evaluation Plan.</p> <p>By 19<sup>th</sup> January 2018</p>	<p><b>Stage 2: Data Collection and Analysis</b></p> <ul style="list-style-type: none"> <li>➤ Conduct stakeholder and beneficiary consultations, analyse results</li> </ul>	10 days	<p>Data Collection Report</p> <p>By 19<sup>th</sup> March 2018</p>	<p><b>Stage 3: Preparation of Draft Report</b></p> <ul style="list-style-type: none"> <li>➤ Submission of Draft Report to PMC for feedback</li> </ul>	10 days	<p>By 16<sup>th</sup> March 2018</p>	<p><b>Stage 4: Final Report Preparation</b></p> <ul style="list-style-type: none"> <li>➤ Submission of Final Report with feedback of the PMC incorporated</li> </ul>	5 days	<p>By 30<sup>th</sup> March 2018</p>
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	➤ Presentation of findings to the SWSDP Project Management Committee.		
	<b>Total Consultancy</b>	<b>30 days</b>	

<b>Clause 3.1 (c)</b>	<p><b>The Delegate is:</b> Fuimapoao Beth Onesemo Chief Executive Officer Ministry of Women, Community and Social Development</p> <p>The Delegate has responsibility under the Contract for general liaison with the Consultant, supervising the Consultant’s performance, approving payment of the Consultant's costs (if applicable), and accepting and issuing any written notification under this Contract. The Principal reserves the right to cancel or modify, within the terms and conditions of this Contract, any approach or activity of the Consultant in relation to this consultancy that the Principal requires to ensure that such approach or activity is in line with the objectives of the Contract.</p>
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<b>Clause 4.1</b>	<p><b><u>Payment of Consultancy Fee (see clause 1.1 and 4.1)</u></b></p> <p>This Contract is/is not subject to taxation in Samoa, namely Value Added Goods and Services Tax (“VAGST”) and/or Withholding Tax. The Consultant is responsible for checking with the Ministry for Revenue as to requirements.</p> <p><i>(a) The Principal shall retain the VAGST and withholding portion of the contract price to be paid directly by the Principal to the Ministry responsible for Revenue; and</i></p> <p><i>(b) It is the obligation of the non-resident Consultant/ Company to file VAGST returns with the MfR within such timeframes as instructed by the Commissioner.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: left;"><b>Consultancy Fee</b></td> <td style="text-align: right;"><b>([insert currency]\$)</b></td> </tr> <tr> <td>Fee per day</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>Total Consultancy Fee</b> <i>(inclusive/exclusive of VAGST and Withholding</i></td> <td></td> </tr> </table>	<b>Consultancy Fee</b>	<b>([insert currency]\$)</b>	Fee per day						<b>Total Consultancy Fee</b> <i>(inclusive/exclusive of VAGST and Withholding</i>	
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Tax)

The total Consultancy Fee shall be **[insert amount]** *inclusive/exclusive* of VAGST and Withholding Tax.

D1.2 Payments

*D1.2.1* THE CONSULTANCY FEE SHALL BE PAID IN ACCORDANCE WITH THE FOLLOWING MILESTONE TABLE:

<b><i>Milestone</i></b>	<b><i>Outcomes and Due Dates</i></b>	<b><i>Payment Conditions</i></b>
Milestone 1: Study Preparation	1. Literature Review and Methodology Report 2. Evaluation Plan 19 January 2018	40%
Milestone 2: Data Collection & Analysis	Data Collection Report 19 March 2018	30%
Milestone 3: Draft Report Preparation	Draft Report 16 March 2018	10%
Milestone 4: Final Report Preparation	Final Report 30 March 2018	20%

*D1.2.2* An invoice is correctly rendered if:

- (a) the amount claimed and specified in the invoice is correctly calculated in accordance

- with this Contract;
- (b) it correctly identifies the Consultancy Services provided and for which payment is claimed;
- (c) it includes sufficient detail to allow the Principal to assess progress against the milestones set out in *Items C and D of the Schedule*; and
- (d) it is correctly addressed to the Principal.

*D1.2.3* The Delegate will notify the Consultant within [insert amount of days] after the receipt of an invoice found not to be correctly rendered.

*D1.2.4* If an invoice is found, after the Principal has paid the invoiced amount to the Consultant, not to have been correctly rendered, the Principal will, as the case requires:

- (a) pay any amount owed to the Consultant within [insert amount of days] of receipt of a correctly rendered invoice; or
- (b) deduct any amount owed to the Principal from the next invoiced payment or, if no other payment is due to the Consultant pursuant to this Contract, recover the amount from the Consultant as a debt due to the Principal.

*D1.2.5* Payment must to be made to the following bank account as nominated by the Consultant:

Consultant's account – [insert]

Account Name – [insert]

Branch – [insert]

Account Number – [insert]

*D1.3 Expenses/Allowances/Reimbursable (non-resident Consultant)*

*D1.3.1* The following reimbursable expenses items will be paid by the Principal to the Consultant in addition to the Consultancy Fee. Such expenses are to be billed to the Principal at the Consultant's actual direct cost. In no event shall the expenses exceed the limits prescribed below without the prior written approval of the Principal. The Consultant shall provide all documentation needed to justify payment (including legible receipts, invoices and other explanatory details) before any payments made. The Principal will not be liable to reimburse the Consultant for expenses other than those approved by the Principal. For the avoidance of doubt, the expenses below are approved by the Principal.

*D1.3.2* Any approved reimbursable expenses claimed must be separately itemised.

- (a) **International flights**<sup>4</sup> on most direct and economic route = [insert amount]
- (b) **Per Diem**<sup>5</sup> = [insert amount]

<sup>4</sup> Travel itineraries are to be agreed in advance with the Delegate.

<sup>5</sup>Per diem covers accommodation, transport and incidentals.

	<p><u>D1.3 Ceiling</u></p> <p>The total Contract Price shall be <b>[insert amount]</b> <i>inclusive/exclusive</i> of VAGST and Withholding Tax. Any payment made under this Contract shall not exceed the total Contract Price.</p> <p><i>For Example -</i> A breakdown of the total Contract Price is as follows:</p> <ul style="list-style-type: none"> <li>• Total Consultancy Fee - \$ [insert]</li> <li>• <i>Per diem</i> (insert amount/day)- \$ [insert]</li> <li>• <i>Airfares</i> - \$ [insert]</li> </ul> <p><b><u>Total Contract Price ([insert currency] \$) = \$ [insert amount]</u></b></p>
<p><b>Clause 4.3</b></p>	<p><b>Period for making payment of Consultancy Fee</b></p> <p>[insert period within payment shall be made]</p>
<p><b>Clause 8.1</b></p>	<p><b><u>Use of New Contract Material (see clause 8)</u></b></p> <p>The Consultant shall ensure that New Contract Material used, including title to and ownership of intellectual property, shall vest upon its creation in the Principal. On the completion or earlier termination of this Contract, the Consultant shall deliver to the Principal all Contract Material. The Consultant shall ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.</p> <p><b><u>Use of Existing Contract Material (see clause 8)</u></b></p> <p>The Consultant shall inform the Principal of any pre-existing Contract Material for which intellectual property is <i>not</i> to vest in the Principal. This would arise typically in relation to Material owned by the Consultant, although it may also arise in relation to Material owned by a third party. The Consultant must grant or procure the grant to the Principal of a licence to use the Material in accordance with Clause 8.</p>
<p><b>Clause 13.1</b></p>	<p><b><u>Insurance (see clause 13.1)</u></b></p> <p>In accordance with the provisions of Clause 13.1 the Consultant shall at its expense take out and maintain in effect, during the performance of this Contract and while it remains valid, the insurances</p>

	<p>set forth below:</p> <p>H1. Professional Indemnity insurance</p> <p>H2. Third Party Liability Insurance</p> <p>H3. The Consultant shall in addition to the insurance specified above take out any other appropriate insurance</p>
<b>Clause 14</b>	<b>Dispute Resolution</b>
(Clause 14.1 (c))	14 working days
(Clause 14.1(d) (ii))	14 working days 48 hours' notice
(Clause 14.2)	
<b>Clause 16</b>	<b>Termination by Consultant</b>
(Clause 16.1)	10 working days 10 working days
(Clause 16.1 (a))	15 working days
(Clause 16.1 (b))	
(Clause 18.5)	<b>Force Majeure</b>
	10 working days for single period 20 working days for aggregate period

<b>(Clause 22.1)</b>	<b>Applicable Law</b> Laws of the Independent State of Samoa
<b>Clause 23</b> <b>(Clause 23.1 (a))</b> <b>(Clause 23.1 (b))</b> <b>(Clause 23.3)</b>	<b>Notices</b> <b>The Principal's Address for Notices is:</b> Tooa Salamasina Hall SOGI <b><u>The Consultant's Address for Notices is:</u></b> [Insert address details] 14 working days
<b>(Clause 24.1)</b>	<b>Skills Transfer</b> Samoa Women Shaping Development Program