

SOLOMON ISLANDS NATIONAL UNIVERSITY

FINANCE DEPARTMENT

Request for Proposal (RFP)

For

Provision of Valuation Services for Solomon Islands National University (SINU) Properties

Reference Number: UTB/FD-03/2024

Issue Date: 29th April 2024 Due Date: 23rd May 2024

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Invitation Notice

The Solomon Islands National University wishes to engage a consultant to carry out valuation of its building and land at Kukum Campus, Ranadi Campus and Panatina Campus in Honiara and Poitete Campus at Western Province.

The Purchaser now invites proposals to provide *Valuation Services for Solomon Islands National University* (SINU) Properties. More details on the services are provided in the attached Terms of Reference.

This Request for Proposal (RFP) has been advertised and is opened to all interested and eligible Valuers.

Consultant(s) will be selected under a Simplified Quality and Cost Based Selection (QCBS) method and the procedures described in this RFP.

The Request for Proposals includes the following documents:

- Section 1, Letter of Invitation;
- Section 2, Instructions to Bidders;
- Section 3, Data sheet;
- Section 4, Technical Proposal
- Section 5, Financial Proposal
- Section 6, Terms of Reference
- Section 7, Draft Contract

A non-refundable **\$100 Tender Fee** must be deposited to the University BSP bank account (9088870419) and deposit slip butt or deposit transfer note shown to Finance Cashier to collect a Receipt.

Please inform us in writing that you intend to participate in this bidding process and whether you will submit a proposal alone or in association. Email to *wendy.afu@snu.edu.sb* to register your intent to participate.

Thank you.

Wendy Riita Afu Secretary, University Tender Board Solomon Islands National University

Instruction to Bidders

2.1. General

2.1.1. Scope

The Request for Proposal (RFP) document is for the provision of *Valuation Services for Solomon Islands National University (SINU) Properties* as specified in the data sheet. Bidder must comply fully with the requirements set out in this document.

2.1.2. Source of Funds

Funding for this service will be made available from the University's Operation Budget.

2.1.3. Eligibility

Participation in this tender process is open to licensed valuers (an individual, group of individuals or a firm) in Solomon Islands subject to the limitations below.

2.1.4. Restrictions to Eligibility

Organisations or individuals who are prohibited from participation by any act taken in compliance with a decision of the UN Security Council, or those blacklisted by a "watchdog" committee of the Solomon Islands Government, or any international development agency will not be considered.

Any tenderer who attempts to influence the outcome of the selection process by discrediting competing applications, or by threatening any member sitting on the selection panel, the Purchaser or any of its staff, or transfers gifts, payments or other benefits to the Purchaser, any staff member, or any member sitting on the selection panel, will be automatically disqualified from consideration.

If information provided by the consultant to support an application, especially regarding past performance and references is falsified, such application will be disqualified from consideration.

2.1.5. Conflict of Interest

Any event influencing the capacity of a candidate consultant or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Purchaser. Any consideration relating to possible contracts in the future or conflict with other commitments, past, present, of a candidate consultant or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, consultant or contractor. There is a conflict of interest if compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

2.1.6. Request for Clarification

Any request for clarification must be received by the Purchaser in writing at least 3 days before the deadline for submission of proposals. The Purchaser will reply to bidders' questions at least 2 days before the deadline for submission of proposals. If the Purchaser, either on its own initiative or in response to a request from a Bidder, provides additional information on the proposal document, such information will be sent in writing to all bidders who have indicated their intention to submit a proposal.

2.1.7. Amendment of RFP Documents

At any time prior to the deadline for submission of proposals, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the RFP documents by amendment. All prospective service provider will be notified of the amendment in writing and it will be binding on them. The Purchaser may, at their discretion, extend the deadline to allow bidders reasonable time to take the amendment into account.

The Purchaser may call a pre bid conference as indicated in the BDS, attendance at such a conference is

not mandatory. Tenderers however, are advised to ensure their familiarity with the requirements, location and project for this RfP.

2.1.8. Ethics

It is a requirement that both the Purchaser and prospective service provider observe the highest standards of ethics during the procurement and execution of contracts.

In pursuance of this policy, the Purchaser requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to public officials and/or procurement /management staff with decision making responsibility or influence, occur.

The Purchaser reserves the right to suspend or cancel a proposal if corrupt practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SINU, and includes collusive practices among consultants (prior to or after submission of tenders) designed to establish prices at artificial, noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

Any attempt by a candidate or consultant to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Purchaser during the process of examining, clarifying, evaluating and comparing proposals will lead to the rejection of his candidacy or proposal and may result in administrative penalties (e.g. suspension).

The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

The bidder shall refrain from any relationship likely to compromise his independence or that of his staff. If the bidder ceases to be independent, the Purchaser may, regardless of injury, terminate the contract without further notice and without the contractor/service provider having any claim to compensation.

All proposals will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

2.2. Preparation of Proposals

2.2.1. Language

The proposal and all correspondence and documents, related to the proposal and exchanged by the Bidder and the Purchaser, must be written in English.

2.2.2. Technical proposal

The technical proposal, shall provide the following information if applicable:

- a. a brief description of the firm's organisation, legal status (i.e. partnership, sole proprietorship, limited liability company, etc.,
- b. financial turnover,
- c. outline of recent experience on assignments of a similar nature,
- d. any comments or suggestions of the consultant on the Terms of Reference;
- e. a description of the approach and detailed methodology proposed for undertaking the

assignment with the;

- f. a schedule of the proposed staff team by specialisation or the proposed assignment of tasks for each staff team member and their timing (if applicable);
- g. detailed CVs duly signed by the proposed professional staff, and the authorised representative submitting the proposal;
- h. an activity schedule indicating detailed tasks allocated to proposed team members in line with the approach and detailed methodology.

Alternative professional staff shall not be proposed, and only-one curriculum vitae (CV) may be submitted for each position. CVs may be submitted as an Annex to the technical proposal and shall form an integral part of the proposal.

The technical proposal must not include any financial information. Financial proposals must be submitted in a separate sealed envelope or in a separate email. The envelope containing technical proposals must not contain any financial proposal or financial information.

2.2.3. Financial proposal

Currency of Proposals

All proposals must be presented in Solomon Island Dollars (SBD). Any resultant contract will be placed in the currency of the proposal and a bidder will not be allowed to amend the currency of the proposal once it has been submitted. Proposals in any other currency will not be considered.

Format

The bibber must specify the estimated total costs for the assignment. A detailed itemized costing for the tasks or phases of the assignment to be provided on a separate table. Payment schedule will be proposed by the bidder.

2.2.4. Proposal Validity

Bidders shall be bound by their proposals for a period of 45 days from the deadline for the submission of proposals. In exceptional cases and prior to the expiry of the original proposals validity period, the Purchaser may ask bidders in writing to extend this period. Bidders that agree to do so will not be permitted to modify their proposals. If they refuse, their participation in the proposal procedure will be terminated. The successful bidder will be bound by their proposal for a further period of 30 days following receipt of the notification that he has been selected.

2.2.5. Format and Signature of Proposal

The bidder shall prepare one original (marked "ORIGINAL") and the number of copies (marked "COPY") specified in the Data Sheet. The original and all copies of the proposal shall be typed or written in indelible ink and signed by an authorised signatory on behalf of the bidder. Any alterations or erasures shall only be valid if initialled by the person signing the proposal.

2.2.6. Proposal Pricing

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

2.2.7. Cost of Proposals

All costs incurred by the bidder in preparing and submitting the proposal will not be reimbursed.

A Tender Fee is as specified in the data sheet.

2.3. Submission and Opening of Proposals

Date for Submission of Proposals.

Proposals must be received by the Purchaser at the place, time and date specified in the Data Sheet.

Late Submission of Proposals

Any proposal received after the deadline for the submission of proposals will be rejected by the Purchaser. No liability can be accepted for late delivery of proposals.

2.3.3. Submission and Sealing of Proposals

Bidders must submit their proposals (clearly separating technical and financial proposals) by hand to be deposited in the tender box at the address indicated in the Data Sheet, the number of copies required is specified in the Data Sheet. The original and the copies of the proposals must be sealed in separate envelopes marked "original" and "copy" and these envelopes enclosed in one single envelope.

Alternately Proposals may also be submitted through e-mail to tender.board@sinu.edu.sb. You will be notified by the tender administrator if your submission is received.

2.3.4. Ownership of Proposals

The Purchaser retains ownership of all proposals received and bidders have no right to have their proposals returned.

2.3.5. Modification and Withdrawal of Proposals

A bidder may modify or withdraw its proposal after the proposal's submission, provided that written notice of the modification, including substitution or withdrawal of the proposal, is received by the Purchaser prior to the required deadline for submission of proposals. A withdrawal notice may also be sent by email, but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

No proposal may be modified after the deadline for submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the bidder on the Form of Proposal.

2.3.6. Joint Venture or Consortium

If a bidder is a joint venture or consortium of two or more persons, the proposal must be single with the object of securing a single contract, each person will be jointly and severally liable for the proposal and any resulting contract. Those persons must designate one of their members to act as lead partner with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing by the Purchaser.

The proposal may be signed by the representative of the joint venture or consortium only if they have been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract. All signatures to the authorising instrument must be certified in accordance with the applicable laws and regulations to each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the proposal are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

Each member of such joint venture or consortium must provide the proof required under eligibility as if it, itself, were the bidder.

2.3.7. Proposal Opening

The technical proposals and Financial Proposal will be opened at the time and date specified in the Proposal Data Sheet, by the University Tender Board committee only.

2.4. Evaluation of Proposals

From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Purchaser on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

SECTION II - INSTRUCTIONS TO BIDDERS

Evaluation of the bids will be carried out by a team of not less than three and not more than five persons including Technical, Financial and Administrative Representative(s) of the Purchaser.

The evaluation committee, appointed by the Purchaser as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a Technical Score (St). A proposal shall be rejected at this stage if it fails to meet the minimum requirements as spelled out in the Terms of Reference, or it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Purchaser will cost them and add their cost to the initial price) and correct any computational errors.

The evaluation will use 3 stages evaluation:

- Stage One Compliance
- Stage Two Quality
- Stage Three Cost

Stage one will be scored on a pass/fail basis. Stages Two and Three shall be scored; the weightings to be applied are 40 % quality and 60 % costs.

Recommendation for the proposed contract award shall be forwarded for approval by the University tender Board.

2.5. Award of Contract

The bidder(s) achieving the Most Economically Advantageous Tender will be contacted by Purchaser in writing requesting opening of negotiations on the proposed contract. The actual location and time of these negotiations will be decided and agreed by both parties at the opening of the negotiations. If these negotiations are successful then contract documents shall be processed and passed to the Purchaser and any other necessary body for processing at the earliest opportunity.

The Purchaser reserves the right to reject all or any bid submitted for this tender or to cancel the tender process at any stage without prior notification to any party.

3. Data Sheet

	General
2.1.1	Name of Purchaser: Solomon Islands National University
	Method of selection: QCBS
	The name and reference number of the Invitation for Proposals is: Request For Proposals (RFP) for <i>Provision of Valuation Services for Solomon Islands National University (SINU) Properties; Reference Number: UTB/FD-03/2024</i>
2.1.6.	Requests for clarifications must be received within 3 days of deadline for submission at the following address:
	wendy.afu@sinu.edu.sb for tender administration Elizabeth.Fatai@sinu.edu.sb for technical specification and requirement
	Phone: +677 42790 (Wendy) or +677 42600 (Elizabeth)
2.1.7.	Pre-bid conference meeting will be held: No
	Preparation of Proposals
2.2.5.	The Bidder shall submit one (1) original and one (1) copy of its proposal.
2.2.7.	Tender Fee: Yes, Non-refundable fee of \$100 Deposited to: Bank Name-Bank of South Pacific (BSP) Bank Account name-Solomon Islands National University Bank account-9088870419.
	Submission and Opening of Proposals
2.3.1.	Proposals must be deposited in the tender box and received before Thursday 23rd May 2024 local time on 4pm at the following address: <i>Chairman</i> <i>Solomon Islands National University</i> <i>Vice Chancellors Office</i> <i>Kukum Campus</i> <i>Honiara</i> <i>Solomon Islands</i>

SECTION III- DATA SHEET

	Evaluation of Proposals											
2.4	The evaluation comprises of 3 stages: Stage One - Compliance Stage Two – Quality											
	Stage Three – Cost											
	Stage one will be scored on a pass/fail basis. Stages Two and Three shall be scored; the weighti 60 % price.	ngs to be app	lied are 40 % quality and									
	The most Economical Advantaged bidder will be a	warded the c	ontract.									
	Recommendation for the proposed contract award University tender Board.	l shall be for	warded for approval by th									
	Quality Scoring											
	Evaluation Criteria	Weights]									
	1. Firms Organisation & adequacy	5										
	2. Experience of Tenderer	5										
	3. Key Personnel Qualification	10										
	4. Methodology & work plan	15										
	5. Financial Capability	5	-									
	Total	40										
	Cost Scoring											
	Evaluation Criteria											
	1. Tender Sum	60										
		60										

4. Technical Proposal Submission Forms

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: Solomon Islands National University

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Property Valuation Services for Solomon Islands National University* in accordance with your Request for Proposal dated 29th April 2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Firms/Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date agreed between the parties.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:	
Name and Title of Signatory:	
Name of Firm:	
Address:	

2 [Delete in case no association is foreseen.]

Section IV- Technical Proposal Submission Forms

Form TECH-2: Consultant's Organisation and Experience

A - Consultant's Organisation

[*Provide here a brief (one page) description of the background and organisation of your firm/entity and each associate for this assignment.*]

Section IV- Technical Proposal Submission Forms

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	Approx. value of the contract (in current SBD):
Country: Location within country:	Duration of assignment (months):
Name of Purchaser:	Total Nº of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current SBD or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by you	r staff within the assignment:

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Purchaser A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Purchaser including administrative support, office space, data, etc. if required]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation and Staffing,

a) <u>Technical Approach and Methodology</u>. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) <u>Work Plan.</u> In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) <u>Organisation and Staffing</u>. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

Name of Staff	Firm	Area of Expertise	Position Assigned	Task As

Staffing

Fo	Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff <i>r key staff only</i>
1.	Proposed Position [only one candidate shall be nominated for each position]:
2.	Name of Firm [Insert name of firm proposing the staff]:
3.	Name of Staff [Insert full name]:
4.	Date of Birth:Nationality:
5.	Education [Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6.	Membership of Professional Associations:
7.	Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8.	Countries of Work Experience : [List countries where staff has worked in the last ten years]:
9.	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]:
Fro	om [<i>Year</i>]: To [<i>Year</i>]:
	nployer:sitions held:

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
	[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
[List all tasks to be	Name of assignment or project:
performed under this	Year:
assignment]	Location:
	Purchaser:
	Main project features:
	Positions held:
	Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

]	Date:
[Signature of staff member or authorised	representative of the staff]	Day/Month/Year
Full name of authorised representative:		

Section IV – Technical Proposal Submission Forms

N°	Name of Staff	Staff input (in the form of a bar chart) ²								Total staff-month input							
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Fore	ign																
		[Home]												 	_		
1		[Field]													-		
											+						
]	 			
n																	
											Subto	otal					
Loca	l																
1		[Home]															
		[Field]															
2																	
																	8
n						<u> </u>											
		1	1	I	I	I	I	I	I	I	Subto	otal	I	I			
	Total																

Form TECH-7: Staffing Schedule 1

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input Full time input

Section IV – Technical Proposal Submission Forms

N°	A						I	Months	2					
	Activity ¹	1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

Form TECH-8 Work Schedule

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

5. Financial proposal submission forms

[Location, Date]

To: Solomon Islands National University

Dear Sir:

We, the undersigned, offer to provide the consulting services for *Property Valuation Services* for Solomon Islands National University in accordance with your Request for Proposal dated 29th April 2024 and our Technical Proposal. Our attached Financial Proposal is for the Total sum of [Insert amount(s) in words and figures].

We confirm having full understanding of the Tax requirements on the Solomon Islands for the provision of Consultancy Services and have familiarised ourselves with the requirements of the Inland Revenue Department (IRD). Our financial proposal is in full conformity of the IRD requirements and includes all the required taxes and duties.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents Amount and Currency Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature [*In full and initials*]: Name and Title of Signatory: Name of Firm: Address:

Section V – Financial Proposal Submission Forms

Breakdown of Rate for each Campus

[Provide a breakdown of your Total Sum provided in 5 above for each Campus]

NO.	CAMPUS	AMOUNT (SBD)
1	Kukum Campus	
2	Panatina Campus	
3	Ranadi Campus	
4	Poitete Campus	
TO	DTAL VALUATION FEE \$	

6. Terms of Reference

[Refer to TOR provided]

Section VII – CONTRACT FORMS

Copy of the contract as shown below and shall also include the RFP, tender submission, and any other addenda provided (if any).

CONTRACT

THIS CONTRACT ("Contract") is made at Honiara this _____ day of _____ 2024.

- **BETWEEN** Solomon Islands National University ("the Client") of P.O Box R113, whose head office is located at Kukum Campus, Honiara.
- AND [insert Bidders's name] ("the Consultant") of P.O Box XXX, whose head of is located at [insert Bidder's address].

WHEREAS:

- 1. Solomon Islands National University (SINU) engage the Consultant firm to perform the services hereinafter referred to in Annex A.
- 2. The Consultant is willing to perform these services hereinafter referred to in Annex A.
- 3. The parties jointly agree to perform the responsibilities stipulated in this agreement.

Both of whom are herein referred to as the "parties":

1. Objective

1. To provide Valuation Services for Solomon Islands National University Properties to establish a fair and reasonable valuation of its properties based on market value for the purpose of Financial Reporting.

2. <u>Services</u>

- 1. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- 2. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
- 3. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

3. <u>Term</u>

1. The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

4. Payment

1. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

2. <u>Schedule of Payments</u>

Schedule of payment to be completed to reflect the output and timings required. The schedule of payments is specified below:

- 1st payment: **Twenty five (25) percent** of total Contract price shall be paid upon submission and approval of the signing of this agreement
- 2nd payment: Fifty (50) percent of the Contract Price shall be paid upon submission of an acceptable Draft Report.
- 3rd and Final Payment: Twenty five (25) percent of the Contract Price shall be paid upon submission and approval of the Final Report.
- 3. <u>Payment Conditions</u>

Section VII – CONTRACT FORMS

Payment shall be made in Solomon Islands Dollars (SBD), no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph

4. <u>Tax Liability</u>

Where payment is subject SIG tax law, any applicable taxes will be deducted from Consultants invoice before payment. The latest information on the relevant withholding taxes and other payables are to be found on the website of the Inland Revenue Department: http://www.ird.gov.sb

5. Project Administration

1. <u>Coordinator</u>.

The Client designates *Ms. Elizabeth Fatai* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

2. <u>Reports</u>.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

6. Counterpart Staff

- 1. The Client shall make available to the Consultant free of charge a support staff.
- 2. If the counterpart personnel fails to perform adequately the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

7. Performance Standards

- 1. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. If the Consultant after written notice is still considered not performing in accordance with Clause 1 "Services", the Client may terminate the contract by written notice.
- 2. In the event the Client terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Client for any excess costs for such similar services.

8. Force Majeure

1. The consultant shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

9. Confidentiality

1. The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

10. Ownership of Material

1. Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

11. Consultant Not to be Engaged in Certain Activities

1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

12. Insurance

1. The Consultant will be responsible for taking out any appropriate insurance coverage, including the liability of the Consultant.

13. Assignment

1. The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

14. Law Governing Contract and Language

1. The Contract shall be governed by the laws of The Solomon Islands and the language of the Contract shall be English.

15. Dispute Resolution

1. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Solomon Islands.

16. Amendment

- 1. Any changes will been made only after consultation and mutual agreement between the two parties.
- 2. This contract is inclusive of the RFP Proposal submitted by the Consultant and may be amended in part or in whole only with prior consent of both parties.

17. Cancellation

- 1. The Client reserves the right to cancel the contract in the event that the University is satisfied that the Consultant does not perform the assigned duties to the expectation of the University.
- 2. Any such cancellation, the Consultant shall be given 30 days written notice.

18. Validity

1. To remain valid, this offer needs to be accepted by signing and returning the attached copy of this agreement.

FOR THE CLIENT

FOR THE CONSULTANT

Signed:	Signed by
Name: Professor Transform Aqorau	Name:
Title: Vice Chancellor	Title:

Section VII – CONTRACT FORMS

Date:	Date:
Witnessed by:	
Signed:	Signed:
Name: Peter Lokay	Name:
Title: Director Finance	Title:

List of Annexes

- Appendix A Terms of Reference
- **Appendix B Consultant's Personnel**
- **Appendix C Consultant's reporting Requirements**
- Appendix D Cost of the Services
- **Appendix E Technical Proposal**
- Appendix F Joint Venture Agreement [if any]

NOT APPLICABLE