



## **TENDER FOR DESIGN AND SUPERVISION OF SANITATION CONSTRUCTION PROGRAMME IN SAMOA**

Firms are invited to tender for the survey, design and supervision of a sanitation programme for schools and hospitals. The construction works for sanitation facilities and related water supply improvements are to be implemented for 90 schools and 3 hospitals in Savaii and Upolu with an estimated cost of 2.4 million tala. The selected firm will be responsible for undertaking a survey to prioritise schools for the programme, and consultations with hospital management and school committees to facilitate the construction arrangements. The firm will also be responsible for:

- Survey, design and supervision services for construction of sanitation blocks (septic tank, toilet blocks and hand-washing facilities), and if necessary water supply improvements, at the selected sites;
- Provision of training/guidance to local builders, plumbing services, arranging hire contracts for mechanical digging and contracts for procurement and delivery of supplies/materials for the above construction works.

Firms with experience in community-led construction works and construction of public sanitation and water supply facilities with qualified engineers are encouraged to tender for this contract. Firms will be required to provide:

- a current business license (copy)
- company's legal registration (copy)
- Power of attorney authorizing the signatory to bind the tenderer (original)
- Expert CVs
- Methodology including a proposed work plan indicating timeframe for the services

This tender is only open to firms or natural or legal persons registered in Samoa or in an ACP or European Union member state. The total available budget for this design and supervision contract is 690,000 Tala. The deadline for submission of tenders is: 1.30 pm on 13 May 2008. Tenders must be delivered by hand to the following address:

**Secretary Tender's Board  
4<sup>th</sup> Floor, Central Bank Building  
Ministry of Finance,  
Apia**

The full tender dossier and terms of reference are available from the Ministry of Finance web site ([www.mof.gov.ws](http://www.mof.gov.ws)) or in hard copy on payment of 100 Tala from the following addresses:

Ministry of Finance, Water Sector Management Unit (WSMU), CBS Building Level 3

Ministry of Health, Health Promotion and Prevention Services Division, Motootua

Expressions of interest to participate in this tender must be submitted by 21 April 2008 to the Ministry of Health with copy to WSMU at the above addresses or by e-mail to:

[AndrewP@health.gov.ws](mailto:AndrewP@health.gov.ws) and copy to [nadia.meredith@mof.gov.ws](mailto:nadia.meredith@mof.gov.ws) .

4<sup>th</sup> April 2008

Our ref: <WASSP-PE3-005.>

**SUBJECT: INVITATION TO TENDER FOR DESIGN AND SUPERVISION OF  
SANITATION CONSTRUCTION PROGRAMME IN SAMOA**

You are invited to take part in the open tender procedure for the above contract. The complete tender dossier is attached to this letter. It includes:

- A. Terms of Reference**
- B. Instructions to tenderers, including the following annexes:**
  - I.** Administrative compliance grid
  - II.** Evaluation grid
- C. Tender submission form with attachments to be completed by tenderer**
  - I.** Tender Submission Form
  - II.** Organisation and methodology (to be submitted by the tenderer according to the model provided)
  - III.** Staff (list of key experts and CVs of all proposed experts)
  - IV.** Budget breakdown and explanatory note (to be submitted by the tenderer as the financial offer using the model provided)
- D. Draft Contract with annexes**

We look forward to receiving your tender at the address specified in the instructions to tenderers before 13<sup>th</sup> May 1.30pm local Samoan time. In order to facilitate communication and clarifications tenderers are required to indicate their interest to submit a tender for this contract by 21<sup>st</sup> April 2008 by e-mail to: [AndrewP@health.gov.ws](mailto:AndrewP@health.gov.ws) and copy to [nadia.meredith@mof.gov.ws](mailto:nadia.meredith@mof.gov.ws) or by letter to:

Ministry of Health, Health Promotion and Prevention Services Division, Motootua  
Copy to: Ministry of Finance, Water Sector Management Unit (WSMU), CBS Building  
Level 3

The total budget available for this contract is 690,000 Tala.

Yours sincerely

Imprest Administrator  
Water Sector Support Programme

## ANNEX A

# TERMS OF REFERENCE

### 1. BACKGROUND INFORMATION

The Water Sector Support Programme (WASSP) financed by the European Commission under the 9<sup>th</sup> EDF is providing support to Samoa for an integrated sector-wide approach which aims to improve public health through interventions in the water and sanitation sector. The main activities of this programme are being implemented in the period 2006 to 2012. This project includes a sanitation component to improve the sanitation facilities in schools and hospitals throughout Samoa. A pilot programme is currently being undertaken with schools in the Aleipata District.

### 2. CONTRACT OBJECTIVES & EXPECTED RESULTS

#### 2.1 Overall objectives

The overall objective of the project of which this contract will be a part is as follows: Improve public health through provision of improved sanitation and water facilities and services in Samoa.

#### 2.2 Specific objectives

The objective of this contract is to assist WASSP Working Group 5 under the chair of the Ministry of Health with the successful implementation of the sanitation works component of the programme through provision of survey, design and supervision services for construction of latrine facilities and related improvements to water supplies for approximately 90 schools and 3 district hospitals in Savai'i and Upolu.

#### 2.3 Results to be achieved by the Consultant

- Survey, design and supervision services for construction of sanitation blocks (septic tank, toilet blocks and hand-washing facilities), and if necessary water supply improvements, in approximately 90 schools and 3 hospitals.
- Training/Guidance of local builders in construction of improved septic tanks, toilet blocks, hand-washing facilities and water supply improvements
- Provision of plumbing services, and arranging contracts for mechanical digging and contracts for procurement and delivery of supplies/materials for the above construction works.

### 3. SCOPE OF THE WORK

#### 3.1 General

The design study for the WASSP programme provided the following analysis of the current sanitation situation in most schools and hospitals in Samoa:

« Most schools have very poor sanitation conditions. The flush toilets are either closed and relatively clean, or open and dirty. Most of the times, even in newly constructed buildings, no proper places are planned for the children to wash hands after using the toilets. There is no soap. The toilet number is often too low compared to the number of students. Technical defects can not be fixed as the School Committees mostly does not have any money. Teachers say that health education is part of the curriculum. In practice however, the conditions are such that theory on water saving and washing hands practices can not be applied.

There are no proper septic tanks for the discharge of excreta. Most are pits, with or without manholes, sealed on the top. There are no soakaways. Some of the schools are located right at the seashore. »

The study also found similar problem with the sanitation facilities in District Hospitals.

The project aims to provide approximately 90 schools and 3 district hospitals with proper sanitation facilities consisting of flush toilets (or VIP pit latrines where adequate water supplies do not exist) with toilet paper holders, sink for washing hands, soap and a proper septic tank with soakaway shall be provided. The soap and toilet paper facilities shall be arranged in such a way that they can not be easily stolen. The taps shall be equipped with automatic turn-off valves so as to prevent water from running continuously.

Discussion and agreement will be required with the school committees and hospital management to ensure operation and maintenance fees are adequate to buy detergents for cleaning the toilets, soap for washing hands, regular pump-out of septage, and spare parts to fix small damage. The programme will offer to provide the materials, design and supervision support for the construction latrines and related improvements to the water supplies on agreement that each school/hospital will contribute the labour and building foreman for implementation of the works. This arrangement will be confirmed through a Memorandum of Understanding to be signed with each school/hospital. The total cost of materials that will be provided will be approximately 2.4 million Tala with an average of 25,000 SAT contribution for each school/hospital (the actual contribution will vary according to school/hospital size and needs)

The consultant will be responsible for provide technical assistance with development of standard designs for the latrines, technical advice and designs for necessary improvements in the school/hospital water supply, provision of plumbing skills for water supply improvements, recruitment and management of machine digging contracts, assisting with procurement of materials following EDF procedures and supervision of the works. The financing for the machine digging contract and procurement of materials does not form part of this contract. One of the main findings during the initial phase of the pilot project is the importance of proper design of the water supply storage and connections to ensure adequate supply by gravity flow to the latrines. The consultant will be required to review the performance of the pilot project and to consult with the working group on any adjustments proposed for the implementation of the new phase of the sanitation programme.

### **3.2 Specific activities**

For the implementation of the schools and hospitals sanitation upgrade programme:

- Update the existing survey (reference) of 161 schools and district hospitals in Samoa to confirm the need and demand for sanitation facilities. This update should also provide information on the water supply arrangements at the school/hospital and whether sufficient supply exists to service flush latrines. The consultant will develop criteria for prioritising schools and hospitals for construction of latrine blocks. This should include the adequacy of the current facilities, the number of children/patients being served, evidence of demand, community willingness to contribute to the project, access to water and geographic coverage/distribution. The list of schools and hospitals to be assisted will be prioritised based on criteria agreed with the working group. The working group will make the final decision on the selections of schools and hospitals based on the consultant's survey findings and recommendations.

*Approximately 90 schools and 3 district hospitals will be selected from the list of prioritised schools and hospitals*

- Recommend appropriate standard design for flush toilets and hand wash facilities with minimum maintenance requirements. Utilise the findings and lessons learned from the pilot study as an input to the design. Establish a standard design for toilet blocks of 6 cubicles (3 girls/ 2 boys and 1 teacher) with hand wash facilities and related water supplies. The block of six will be provided for schools with students less than 150, for larger schools 2 standard blocks of 6 cubicles will be constructed. The consultant will also make recommendation on design of sanitation facilities for Hospitals, depending on size/needs. The appropriate standard VIP pit latrines adapted to preferences in Samoa and other alternative non-flush designs may also be considered where there is inadequate water supply. The final decision on construction of pit latrines will depend on the agreement of the school/hospital committee/management, the experience of the pilot project and consultation with the Ministry of Education/Ministry of Health. Prepare Bills of Quantity for the standard sanitation blocks including hand washing facilities and related water supplies.

Wherever water supply is found to be irregular or insufficient improvements will be made including the provision of a rainwater harvesting tank with connections to gutters and piping to the toilet block.

- Working under the direction of the working group to develop a standardised memorandum of understanding to confirm schools' and hospitals' commitment to the project through contribution of labour and builders to undertake the works. The Memorandum of Understanding will also set out the consultant's supervision role in relation to the builder. Each school and hospital will be required to sign this Memorandum before the materials and other support can be supplied. The Memorandum of Understanding will include details of the design, specifications and standards of the latrine blocks and related water facilities for the school/hospital concerned and the commitment to provide safe storage of equipment/materials at site, and the labour and building expertise for the works with an agreed timeframe. The list of materials will be attached to the MoU. In addition, the schools will be required to strengthen hygiene education as a core part of the support. However the implementation of this health education activity will be outside the scope of this contract.
- Following agreement on the priority schools and hospitals to be assisted arrange consultations with the selected District hospitals, school committees and related local communities to facilitate the process and objectives of the programme. These consultations will aim to sensitise the community regarding the contents of the MoU and their participation in the programme.
- Development Consent. All proposed constructions will require a development consent from PUMA before any construction can be erected. Special forms will have to be filled-out, signed by the School/Hospital committee, and submitted. Applications for renovations/rehabilitations and new constructions need a site-map. Applications for new constructions also need to be accompanied with detailed designs. The consultant will be responsible for arranging all the necessary permits including from PUMA, MWTI building permit and fire permit if necessary.
- Prepare the technical specifications for procurement and delivery of materials to selected sites for groups of schools and hospitals. Assist the project management with the tendering and evaluation process. Check materials supplied and issue provisional and final acceptance certificates as appropriate.
- Construction of the sanitation facilities will be arranged in a phased manner by geographic area in order to facilitate delivery of supplies to sites and supervision/technical support by the consultant. The development of the sanitation facilities at each site will also be undertaken in stages with the delivery of materials being dependant on each stage being completed: stage 1 – construction of septic tank; stage 2 – provision of water supply to the site; and, stage 3 – construction of sanitation block(s). The consultant will be responsible for arranging transport contracts for delivery of materials/equipment directly from suppliers to school/hospital sites after acceptance of each phase of the works. The transport will be arranged in groups of schools to minimise the total cost. The School Committee will be responsible for the safe storage of the materials and equipment at the site.
- Establish minimum criteria for building foremen to be provided by the schools and hospitals and carry out checks to ensure that building foremen proposed by the schools/hospitals conform to the requirements.
- Provide training/guidance to builders in the construction of improved septic tanks and the sanitation block.
- The consultant will arranging contracts for mechanical digging of holes or foundations where required in consultation with the Working Group and WSMU.
- The consultant will provide the technical services of a qualified and experienced plumber to assist with installation of rain water tank, collection gutters, pipes from water source and connections to the sanitation block and from the sanitation block to the septic tank at each site.
- Provide supervision of building works and advice on provisional acceptance and final acceptance of construction works following a three month maintenance period. Involve the

school and hospital committees in the supervision process and provide information on critical aspects to be monitored during supervision to ensure quality of works.

The total funding for supply of materials available for the construction works is approximately 2,400,000 Tala. These funds will be committed and paid through the WASSP programme estimate under the management of WSMU/NAO.

### **3.3 Project management**

#### *Responsible body*

The contracting authority will be the Ministry of Finance on behalf of the National Authoring Officer for Samoa.

#### *Management structure*

A special steering committee comprising representatives from MOF/WSMU, MOH, MESC, MWCSO, PIA and other relevant parties, will oversee and supervise the work of the consultant. Regular monthly progress meetings will be held in which the consultant will inform the committee about planning and progress, problems and solutions in the implementation of the contract. If necessary, extraordinary meetings can be called.

#### *Facilities to be provided by the Contracting Authority and/or other parties*

The Ministry of Health in association with the Ministry of Education will arrange introductions for the consultant to schools and hospitals.

## **4 LOGISTICS AND TIMING**

### **4.1 Location**

The consultant will be required to provide office facilities for this project in Apia. The location of works sites will be spread throughout Upolu and Savai'i.

### **4.2 Commencement date & Period of execution**

The intended commencement date is estimated to be in May 2008 and the period of execution of the contract will be 19 months from this date. Please refer to Articles 4 and 5 of the Special Conditions for the actual commencement date and period of execution.

## **4. REQUIREMENTS**

### **5.1 Personnel**

#### *Key experts*

All experts who have a crucial role in implementing the contract are referred to as key experts. CVs for key experts must be included in their bid. The profiles of the key experts for this contract are as follows:

#### **Key expert 1: Team Leader/Project manager/ Design engineer**

##### *Project Manager*

Qualified engineer or architect with experience in the design, tendering and supervision of public works contracts of at least a similar scale. Experience with community-led construction programmes preferred. Excellent written and verbal communication. Excellent Samoan cultural interaction

##### *General professional experience*

Minimum 10 years experience in construction/engineering/design/supervision of building and water supplies

*Specific professional experience*

Experience in the design and construction supervision of sanitation facilities knowledge of sanitation programmes preferred. Experience with drawing architectural designs (i.e. experience with AUTOCAD or similar). Experience with water gravity schemes. Well versed with the National Building Code including all relevant legislation involving the building of sanitation facilities

**Key expert 2 and 3: Construction supervisor X2**

*Qualifications and skills*

Qualified engineer/building supervisor at certificate/diploma level. Well versed with the National Building Code including all relevant legislation involving the building of sanitation facilities Excellent Samoan cultural interaction

*General professional experience*

Minimum 4 years experience in construction supervision

*Specific professional experience*

Experience in supervision of sanitation facilities and water supplies preferred.

**Key expert 4: Plumber**

*Key Qualifications and skills*

Qualified plumber with at least 5 years experience in water supply system development/maintenance. Excellent Samoan cultural interaction

*Professional experience*

Minimum 5 years experience as a plumber working on water supply systems

*Specific professional experience*

Experience in supervision of sanitation facilities and water supplies preferred.

**Support staff:** survey personnel, etc.

No CVs will be required for support staff

## **5. REPORTS**

The consultant will provide an Inception Report with a proposed work programme one month after signing the contract. Thereafter the consultant will provide quarterly progress reports and monthly progress sheets. A final report will be presented at the end of the programme with a summary of all the work undertaken, expenditures on the facilities, the performance of the contractors and any lessons learnt.

Other reports to be produced include: (N.B. the timing of these first 4 reports seem to be very tight)

- Survey Report (after 2 months)
- Standard Memorandum of Understanding (after 3 month)

- Standard design report (after 3 months)
- Procurement tender dossier (s) for materials (after 4 months)
- Quarterly Progress Reports
- Monthly Progress sheets
- Final Report – with summary of all works completed and final accounts for all works/materials funded from the programme

## 6. PAYMENTS

Payments will be paid on a lump sum basis according to the progress in completion of works and presentation of accepted reports:

20%: On acceptance of the Inception report

10%: On acceptance of the standard memorandum of understanding, the standard design report and the survey with recommendations of prioritised schools

20%: On signing of MoUs for at least 50% of the available funds with schools and completing evaluation of procurement tenders for at least 40% of the materials

20%: On provisional acceptance of 50% of the total value of the works

20%: Provisional acceptance of 100% of works

10%: Final acceptance of all works and **acceptance of Final Report**

## B. INSTRUCTIONS TO TENDERERS

### TENDER REFERENCE: WASSP-PE#3-05

When submitting their tenders, tenderers must respect all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

The services required by the contracting authority are described in the terms of reference. These are contained in Annex II of the draft contract, which forms part of this tender dossier.

#### 1. Timetable

	DATE	TIME*
Deadline for clarification requests to the contracting authority	1 May 2008	4.30pm
Deadline for the submission of tenders	13 May 2008	1.30pm, Level 4, MOF, CBS Building
Estimated commencement date	June 2008 <sup>⊗</sup>	-

\* All times are in the time zone of the country of the contracting authority

⊗ Provisional date

#### 2. Participation and subcontracting

- a) Participation in this tender procedure is open to all firms, natural and legal persons of Samoa, of ACP (Africa, Caribbean and Pacific) states and Member States of the European Union who are signatories to the Cotonou Agreement;
- b) Service providers are not allowed to form alliances with any other firms or to subcontract for the purposes of this contract.

#### 3. Content of the bids

Each tender must comprise a technical offer and a financial offer, each of which must be submitted separately. Each technical offer and financial offer must contain one original, clearly marked "Original", and two copies, each marked "Copy". Failure to respect the requirements in clauses 4.1, 4.2, 4.3 and 8 will constitute a formal error and will result in the rejection of the tender.

##### 3.1 Technical offer

The technical offer must include the following documents:

- (1) **Tender submission form** (see Part C of this tender dossier) :
- (2) **Required documentation:**
  - Current business license (photocopy)
  - Company's legal registration (photocopy)
  - Power of attorney authorising signatory to bind the tenderer (original)

- (3) **Organisation and methodology**, to be drawn up by the tenderer using the model at Annex C.I to the Tender Submission Form. This must include a proposed timeframe for the survey, consultations, design and supervision of works.
- (4) **Key experts** (future Annex C.II to the Tender Submission Form and CVs of the key experts). The key experts will be subject to evaluation according to the evaluation grid in Part B of this tender dossier.

The tender submission form contains the model forms for completion by the tenderer.

### 3.2 Financial offer

The financial offer must be denominated in Tala and submitted using the model in the annex C.III to the tender submission form.

Tenderers are reminded that the maximum budget available for this contract is Tala 690,000. Payments under this contract will be made in Tala.

### 4. Variants

No variant will be considered.

### 5. Period of validity

Tenderers are bound by their tenders for 60 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 30.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been recommended for the contract by the Evaluation Committee.

### 6. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to the request of a shortlisted candidate, provides additional information on the tender dossier, it must send such information in writing to all other shortlisted candidates at the same time.

Tenderers may submit questions in writing to the following address up to 11 days before the deadline for submission of tenders, specifying the **tender reference** and the **contract title**:

**In order to facilitate communication and clarifications tenderers are required to indicate their interest to submit a tender for this contract by 21<sup>st</sup> April 2008 by e-mail to:**

[AndrewP@health.gov.ws](mailto:AndrewP@health.gov.ws) and copy to [nadia.meredith@mof.gov.ws](mailto:nadia.meredith@mof.gov.ws)

or by letter to:

- Ministry of Health, Health Promotion and Prevention Services Division, Motootua
- Copy to: Ministry of Finance, Water Sector Management Unit (WSMU), CBS Building Level 3

Any request for clarifications should be submitted to the contacts as detailed above.

Any prospective tenderers seeking to arrange individual meetings with the contracting authority and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 7 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

## 7. Submission of bids

Tenders must be submitted such that they are **received** before the deadline specified in the letter of invitation to tender. E-mail and fax submissions are not allowed.

Tenders must be submitted in accordance with the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "**Envelope A - technical offer**" and the other "**Envelope B - financial offer**". **All parts of the tender other than the financial offer must be submitted in Envelope A.**

**Any infringement of these rules (e.g., unsealed envelopes or references to prices in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.**

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the reference code of the tender procedure to which the tenderer is responding (i.e., **WASSP-PE#3-05**);
- c) the words "Not to be opened before the tender-opening session";
- d) the name of the tenderer.

## 8. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. Any costs for the proposed experts' interviews, for example, must be borne by the tenderer.

## 9. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

## 10. Evaluation of offers

### 10.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Part B of this tender dossier. No other award criteria will be used. The award criteria will take account of the requirements indicated in the terms of reference.

### 10.2 Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 70 points or more) are opened. Financial bids exceeding the maximum budget allocated for the contract are eliminated.

The comparison of the offers takes account of all contract expenses (fees and direct).

Any arithmetical errors are corrected without prejudice to the tenderer such that, where there is a discrepancy between a fee rate and the total amount derived from the multiplication of the fee rate by the corresponding number of working days, the fee rate as quoted shall prevail, unless in the opinion of the Evaluation Committee there is an obvious error in the fee rate, in which event the total amount as quoted shall prevail and the fee rate shall be corrected.

### **10.3 Selecting the successful tenderer**

The most economically advantageous tender is established by weighing technical quality against price on an 80/20 basis.

### **10.4 Confidentiality**

The whole of the evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority, the National Authorising Officer, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

## **11. Ethics clauses / Corrupt practices**

- a) Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to rejection of his/her candidacy or tender and may result in administrative penalties.
- b) Without the contracting authority's prior written authorisation, a contractor and its staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.
- c) When putting forward a candidacy or tender, the candidate or tenderer must declare that he/she is affected by no potential conflict of interest, and that he/she has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the contractor must immediately inform the contracting authority.
- d) The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his/her profession. He/she must refrain from making public statements about the project or services without the contracting authority's prior approval. He/she may not commit the contracting authority in any way without its prior written consent.
- e) The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his/her staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

## **12. Signing the contract(s)**

Within 21 days of receipt of the contract already signed by the contracting authority, the successful tenderer shall sign and date the contract and return it to the contracting authority.

The parties are bound by the contract from the moment it is signed.

Failure of the successful tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

## **13. Cancelling the tender procedure**

If a tender procedure is cancelled, the tenderers must be notified in writing by the contracting authority and informed of the reasons for cancellation.

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages.

**ANNEX B.I**

**ADMINISTRATIVE COMPLIANCE GRID**

<b>Contract title :</b>	Design and Supervision of sanitation construction programme in Samoa	<b>Tender ref :</b>	WASSP-PE#3-05
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Tender envelope number	Tenderer name	Tender submission form duly completed?  (Yes/No)	Organisation & methodology provided?  (Yes/No)	Key experts details provided?  (Yes/No)	Overall decision?  (Accept / Reject)
1					
2					
3					
4					
5					
6					
7					
8					

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## ANNEX B.II

**EVALUATION GRID**

	Maximum
<b>Organisation and methodology</b>	
Strategy/Timeframe/comments on ToR	25
Experience of the Firm	10
<b>Total score for Organisation and methodology</b>	
<b>Key experts</b>	
<b>&lt;Project Manager&gt; (Max 25 points)</b>	
Qualifications and skills	10
Professional experience	15
<b>&lt;Supervisor&gt; (Max 15 points)</b>	
Qualifications and skills	5
Professional experience	10
<b>&lt;Supervisor&gt; (Max 15 points)</b>	
Qualifications and skills	5
General professional experience	10
<b>&lt;Plumber&gt; (Max 10 points)</b>	
Qualifications and Experience	10
<b>Total score for Key experts</b>	
<b>Overall total score</b>	
	<b>100</b>

## PART C

### C.I TENDER SUBMISSION FORM

Ref: WASSP-PE#3-05

**Contract title:** Design and Supervision of sanitation construction programme in Samoa

One signed original of this tender submission form must be supplied.

#### 1 SUBMITTED by

<b>Name and address of legal entity submitting this tender</b>

#### 2 CONTACT PERSON (for this tender)

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

#### 3 DECLARATION

we hereby declare that we:

- agree to abide by the ethics clauses under Section 11 of the Instructions to tenderers;
- have only included data in the application form concerning the resources and experience of our firm;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract; and
- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the European Communities.

#### 4 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organisation & Methodology

- Key experts (including the CV of the lead expert/project manager, the construction supervisors and the plumber)
  
- Tenderer's declaration

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers.

Signed on behalf of the tenderer.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## ANNEX C.II

# ORGANISATION & METHODOLOGY

To be completed by the tenderer

### 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities
- An opinion on the key issues related to the achievement of the contract objectives and expected results

### 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium partners and the distribution and interaction of tasks and responsibilities between them

### 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference

### 4. EXPERIENCE OF THE FIRM

- Experience of the firm/and any consortium members in undertaking similar work.



ANNEX C. III



### KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Nationality	Educational background	Specialist areas of knowledge	Experience	Languages and degree of fluency (VG, G, W)

**IMPORTANT NOTE: The CVs of all the key experts (PROJECT MANAGER/COORDINATOR, CONSTRUCTION SUPERVISORS & PLUMBER) must be attached**

ANNEX C.IV (to be submitted in separate sealed envelope)

PRICE BREAKDOWN

Item	Unit	Quantity	Unit Price (Samoan Tala)	Total (Samoan Tala)
<b>A.Fees</b>				
Expert 1: Project Manager	m/day			
Construction supervisors (X2)	month			
Plumber	month			
	<b>Sub-total A</b>			
<b>B.Other direct costs</b>				
Local transport	lump sum			
Support staff (survey/admin)	month			
Printing/copying, building permits etc.	lump sum			
	<b>Sub-total B</b>			
<b>Total</b>				

No building permit or development consent costs to be included in the TA budget.

Note: Contracts for mechanical digging services, purchase and transport of materials for the construction will not form part of this contract



## Budget breakdown: Explanatory note

### **I. UNIT RATES**

#### **A. Fees**

All fee rates must cover:

- the remuneration actually paid to the experts concerned per working day including any per diem
- administrative costs of employing the relevant experts, accommodation, allowances, leave, medical insurance and other employment benefits accorded to the experts by the Consultant
  
- the margin, covering the Consultant's overheads, profit and backstopping facilities

Fees will be paid on a lump sum basis according to outputs achieved as set out in the contract

#### **B. Direct costs**

Direct expenses will be payable as lump sum amounts on the same basis as the fees.

# D. Draft Contract Agreement and Special Conditions with annexes

## SERVICES CONTRACT

financed from the resources of the 9th EDF

<Name and administrative address of the Project> ("the contracting authority"),

of the one part,

and

<Name of the services supplier> (acronym) («the contractor»)

of the other,

HAVE AGREED AS FOLLOWS:

### Preamble

1. The contracting authority engages the contractor to carry out technical assistance « .... », the implementation of which the contractor accepts under the conditions set out below.
2. The services the contractor must perform under this contract are set out in the annexes and in particular in the terms of reference in Annex II.

The said annexes are an integral part of this contract:

3. These Special Conditions supplement and, if necessary, amend the General Conditions for Service Contracts financed by the EDF. The numbering of the articles of the Special Conditions below is not consecutive but follows the numbering of the articles of the General Conditions. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The contractor hereby declares that he has noted and accepted them.

4. The maximum value of this contract is «amount Tala»

## **Special Conditions**

### **Article 1 DEFINITIONS**

Contract: the signed agreement entered into by the parties for the performance of services, including all annexes thereto and all documents incorporated therein.

Contracting authority: « ... »

Consultant: « ... »

Project: « ... »

Currency of the contract: Uganda Shillings

### **Article 2 LAW AND LANGUAGE OF THE CONTRACT**

Article 2.2 The law of the contract shall be the law of Samoa

Article 2.3 The language used for the contract and all communication connected with it shall be English.

### **Article 3 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS**

The order of precedence of the contract documents shall be:

- these Special Conditions and the annexes thereto
  - Annex I: General Conditions for service contracts financed by the EDF
  - Annex II: Terms of reference
  - Annex III: Organisation and methodology
  - Annex IV: Key experts
  - Annex V: Breakdown of the budget
  - The tender dossier
  - Tenderers Offer

### **Article 7 SUBCONTRACTING**

There shall be no subcontracting.

### **Article 17 NATURE OF THE SERVICES**

Article 17.2 The contract shall consist of «very brief description» as described in the Annex II (terms of reference).

Article 17.3 The contractor shall perform the services laid down in the contract as described in the Annex II (terms of reference).

From its head office, the contractor must provide assistance and support in solving any technical, financial or economic problems its agents might encounter in the course of their work.

The contractor shall provide the contracting authority, unbidden or at the latter's request, with any information and explanations connected with or stemming from the performance of the project.

The contracting authority shall be informed either by means of the reports required under the contract or by any appropriate means where the contractor considers that an important fact or decision should be brought immediately to the contracting authority's attention.

## **Article 19 STAFF AND EQUIPMENT**

Article 19.1 The level of training and other qualities required of the experts are specified in Annex II (terms of reference).

Article 19.2 The contractor shall provide the services laid down in this contract using the resources and staff described in his tender (Annex IV). Acceptance of the tender by the contracting authority shall be deemed approval of the staff proposed.

Article 19.4 The staff provided by the contractor shall take up their duties «as of .../ on the date/at the time specified by the contracting authority»

## **Article 21 COMMENCEMENT ORDER**

Article 21.1 The contract shall enter into force when it is signed by the contractor. Performance of the contract shall begin on the date of signing by the last party to the contract

## **Article 22 PERFORMANCE PERIOD**

Article 22.1 The performance of this contract must be completed by «*date of the end of the contract*» at the latest.

## **Article 24 DELAYS IN PERFORMANCE**

Article 24.1 The amount of flat-rate compensation per calendar day of delay provided for in Article 24.1 shall be 2/1000 (two thousandths) of the contract price or, if the contract is subdivided into phases, of the phase concerned and up to a limit of 15% (fifteen per cent) of the total contract amount.

## **Article 26 MODIFICATIONS**

Article 26.8 Contract modifications not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the contractor to the contracting authority.

## **Article 29 INFORMATION**

The subject matter and frequency of the periodic reports are specified in Annex II (terms of reference).

## **Article 32 APPROVAL OF REPORTS AND DOCUMENTS**

Article 32.2 The contracting authority shall approve, comment on or reject the reports and documents within 30 days of their receipt. If there is no written response within the 30-day period, the documents shall be deemed to be approved.

**Article 33 GENERAL CONDITIONS OF PAYMENT**

Article 33.1 Currency of payment

Payment shall be made in Tala

Article 33.2 Payments will be made by cheque:

**Article 35 PAYMENT PROCEDURE**

Article 35.5 Payments will be arranged on a lump sum basis according to the following schedule:

20%: On acceptance of the Inception report

10%: On acceptance of the standard memorandum of understanding, the standard design report and the survey with recommendations of prioritised schools

20%: On signing of MoUs for at least 50% of the available funds with schools and completing evaluation of procurement tenders for at least 40% of the materials

20%: On provisional acceptance of 50% of the total value of the works

20%: Provisional acceptance of 100% of works

10%: Final acceptance of all works and **Acceptance of Final Report**

Article 35.7 For each payment the contractor shall send the contracting authority a written request for payment together with itemised statements.

**Article 37 PRICE REVISION**

Article 37.1 Prices will be fixed and not open to review.

**Article 40 BREACH OF CONTRACT**

Article 40.1 A contractor shall be considered in breach of contract if it changes the composition of its staff for any reason other than those provided for in Articles 18 (4, 6) and 43.

Article 40.2 Without prejudice to the application of Article 40.2(b) and Article 18.2, 3, 5 and 6, the contracting authority shall be entitled, in the event of replacement as referred to in Article 40.1, to compensation in the sum of 10% of the full amount payable to the member(s) of staff concerned under the contract.

**Article 42 TERMINATION BY THE CONTRACTOR**

Article 42.3 The ceiling provided for in Article 42.3 shall be 20% of the contract value.

**Article 46: ETHICS CLAUSES**

- Article 46.1 Without the contracting authority's prior written authorisation, a contractor and his staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.
- Article 46.2 This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.
- Article 46.3 The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the contracting authority in any way without its prior written consent.
- Article 46.4 The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

## **SIGNATURES**

For the contractor

For the contracting authority

*[signature and date]*

*[signature and date]*

Annexes :

- Annex I: General Conditions for service contracts financed by the EDF
- Annex II: Terms of reference (Part A)
- Annex III: Organisation and methodology (C.II)
- Annex IV: List of Personnel (C.III)
- Annex V: Breakdown of the budget (C.IV)

## ANNEX D.I

General conditions for service contracts financed by the European Development Fund (Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990, Annex IV)

Available from the following web site:

[http://ec.europa.eu/comm/europeaid/tender/practical\\_guide\\_2006/annexes\\_edf\\_b8\\_en.htm](http://ec.europa.eu/comm/europeaid/tender/practical_guide_2006/annexes_edf_b8_en.htm)