

**TENDER FOR CONSULTANCY SERVICES FOR  
WATERSHEDMANAGEMENT PLANS (WASSP-PE5-001)**

Firms and individual experts are invited to submit a quote for consultancy services for watershed management in Samoa. The overall objective of the assignment is to develop two (2) Watershed Management Plans, one for Upolu and one for Savaii.

In particular, the firm/individual expert will be responsible for developing the two plans as well as build the capacity of the relevant staff on the process and methodologies for the development of such plans. The expert is expected to achieve the following results:

- The development of two watershed management plans; one for one site in Upolu and one for one site in Savaii. During the process for the development of the management plans the expert is also expected to identify data and information gaps in overall watershed management and provide a training manual.
- To build the capacity of the Watershed Section on the process for the development of the Watershed Management Plans as well as developing the following Watershed characterisation methodology and Watershed zoning methodology
- To provide technical advice on existing methodology for watershed prioritization, equipment to be procured for conducting watershed surveys and future watershed initiatives.

Firms and individual experts with experience in watershed management and development of management plans are encouraged to tender for this contract. Firms and individual experts will be required to provide:

- One expert CV

This request for quotations is only open to firms or individual experts registered in an ACP or European Union member state. The total available budget for this contract is 20,000 Euro. The deadline for submission of tenders is: 4.00 pm on 29th May 2009. Tenders must be delivered to the following address;

**Dr. Tuuu Ieti Taulealo  
Chief Executive Officer  
3<sup>rd</sup> Floor, Development Bank Building  
Ministry of Natural Resources and Environment  
Apia**

The full tender dossier and Terms of Reference can be uplifted from Water Resources Division MNRE, 5<sup>th</sup> Floor, Development Bank Building or download from the following websites;

- Ministry of Natural Resources and Environment – [www.mnre.gov.ws](http://www.mnre.gov.ws)
- Ministry of Finance web site ([www.mof.gov.ws](http://www.mof.gov.ws))
- Water for life website ( [www.waterforlife.org.ws](http://www.waterforlife.org.ws))

7<sup>th</sup> May 2009

Our ref: <WASSP-PE5-002.>

**SUBJECT: INVITATION TO SUBMIT A QUOTATION FOR CONSULTING SERVICES FOR WATERSHED MANAGEMENT PLANS IN SAMOA**

You are invited to take part in the simplified 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 (Not applicable)
  - II.** Organisation and methodology (to be submitted by the tenderer according to the model provided) (Not applicable)
  - III.** CV of proposed expert
  - IV.** Global Price budget (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 29<sup>th</sup> May 2009 at 4.00pm local Samoan

The total budget available for this contract is 20,000 Euro.

Yours sincerely

Tu'u'u Dr Ieti Taulealo  
Chief Executive Officer  
MNRE

## ANNEX A

# TERMS OF REFERENCE

## 1 BACKGROUND INFORMATION

The prioritization of Water Resources Management has led to the government to adopt a sector wide approach known as the Water Sector Support Programme (WaSSP) jointly funded by the European Union (EU) and the Government of Samoa. This sector wide approach supports the Government's national vision of "For every Samoan to achieve a better quality of life" through the implementation of a common sector goal of "Ensuring community access to water of sustainable quality and appropriate quantities to meet all reasonable health, environmental and economic development needs".

The Water Resources Division (WRD) of the Ministry of Natural Resources and Environment (MNRE) is one of the key stakeholders and works closely with the Ministry of Finance (MoF) for the management and implementation of the project. The main activities undertaken within the project include Component 1 - and Component 6 "Sustainable Water Resources Management" one of the main activities of Component 6 focuses mainly on "Improved conservation and protection of water catchment areas and water resources". One of the highlights of these activities is the development of a watershed management plan for prioritized catchments.

The Water Resources Division also works closely with the Sustainable Land Management Project (SLM) and the International Conservation of Nature (IUCN) who are also co-financers for this contract.

Quotations are available for consultancy services for the development and training in watershed management plans for two catchments one in Upolu (Togitogiga) and one in Savaii (Vaipouli). The services shall be contracted to an eligible service provided in accordance with EU procurement procedures.

## 2 CONTRACT OBJECTIVES & EXPECTED RESULTS

### 2.1 Objectives

The main objective of this Terms of Reference is to develop Watershed Management Plans for two (2) catchments; one for Upolu (Togitogiga) and one for Savaii (Vaipouli). The consultant is also expected to build the capacity of the staff of the watershed section and relevant staff in the process and methodologies for development of the two management plans.

## 2.2 Results to be achieved by the Consultant

The main result that is expected to be achieved by the expert is;

- 2.1 The development of two watershed management plans; one for Upolu for the Togitogiga Catchment and one in Savaii for the Vaipouli Catchment.

During the process for the development of the management plans the expert is also expected to identify;

- 2.2 Data and information gaps in overall watershed management and provide a training manual.

And of utmost importance to build the capacity of the Watershed Section on the process for the development of the Watershed Management Plans as well as developing the following;

- 2.3 Watershed characterisation methodology
- 2.4 Watershed zoning methodology

And finally the expert is expected to provide technical advice on;

- 2.5 Existing methodology for watershed prioritization.
- 2.6 Equipment to be procured for conducting watershed surveys
- 2.7 Future watershed initiatives.

The expected results which are specified in the scope of work will much depend on the available information in the two catchment areas. Having said that, the assignment can be planned in three steps:

Step 1: A first working period where the expert will focus on training of staff and identification of data gaps and information. The expert will assist the staff to collect and organize the required data. (Period of 1 month)

During this period the deliverables are as follows;

- Training manual and data gap specification.
- Training of staff on methodologies in data collection, surveying etc as
- Technical advice on watershed equipment to be procured
- Technical advice on the current methodology for watershed prioritisation.

Step 2: The WRD staff will undertake the data collection which is required. (Period of 4 weeks)

Step 3: The second working period of the expert where the results as mentioned in the scope of work will be delivered. (Period of 2 months)

During this period the deliverables are as follows:

- Methodologies for Watershed Characterisation & Watershed Zoning.
- Two management plans including consultation events with stakeholders
- Technical advice on future watershed initiatives

### **3. SCOPE OF THE WORK**

There are gaps in the development of watershed management plans that the consultant is asked to address:

#### **3.1. Watershed Management Plans**

- To develop Watershed Management Plans for Savaii (Vaipouli) and Upolu (Togitogiga).
- The process, content and finalisation of the Watershed Management Plans should be in accordance with Section VIII Watershed Management of the Water Resources Management Act 2008.
- The content of previous Watershed Management Plans (Attached) should be consulted and improved as a result of this assignment.
- To build capacity of watershed section and relevant staff for the development and implementation of the management plans.

#### **3.2 Data and Information gaps in Overall Watershed Management**

- Identification of data and information gaps in overall watershed management
- To develop a training manual for the watershed section.

#### **3.3 Watershed Characterisation**

- To undertake fieldwork or surveys in the water catchments for the characterization of Vaipouli and Togitogiga watershed areas.
- Conduct and recommend methodologies for watershed characterisation
- To build capacity of watershed section and relevant staff on methodologies for characterising watersheds.

#### **3.4 Watershed Zoning**

- To develop and conduct methodologies with criteria for watershed zoning of the two catchments of Vaipouli and Togitogiga using remote sensing or Geographical Information system (GIS) or any other related technology.
- Zones to be defined by protection/buffer zones and related land use (agricultural, cattle farming and infrastructure development etc) as well as vegetation cover (from coastal forest; lowland forest; ridge forest; mountain forest; and cloud forest), ecological value etc.
- To build capacity of watershed section and relevant staff on methodologies for zoning of watersheds.

#### **3.5 Watershed Prioritisation**

- To provide expert advice on the current prioritizing matrix and comments on the ways to improve it.

### **3.6 Watershed Equipment**

- To provide technical assistance for watershed equipment procurement and future watershed training for use of such equipment to improve the quality of watershed activities.
- To recommend new equipment or technology for efficient and effective reporting and continual monitoring of watersheds.

### **3.7 Watershed Future Initiatives**

- To recommend appropriate watershed management strategies and plans for the future which take into consideration lessons learnt from previous initiatives as well as legal and regulatory and participatory factors.

## **4 LOGISTICS AND TIMING**

### **4.1 Location**

The consultant will be based with the Watershed Section of the Water Resources Division through the WaSSP Working Group 6 under the chair of the MNRE. The consultant will be working in the MNRE offices in Apia and Vailima. Contact person will be Suluimalo Amataga Penaia (ACEO – WRD) or Fotuitaua Yvette Kerlake (Principal Watershed Officer).

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

The intended commencement date is estimated to be 8th June 2009 and the period of execution of the contract will be within 3 months, including time to prepare for the mission and to finalise the mission report.

## **5 EXPERTS' REQUIREMENTS**

### ***Qualification and skills***

Professional qualification of a minimum of a Bachelor's degree in Water Resources Management, Forestry, Agriculture, Environmental Studies, Hydrology, and Land use Planning or any other related field. Excellent written and verbal communication skills are required.

### ***General Professional Qualifications***

At least 10 years of professional experience in integrated watershed management or relevant professional experience in the fields as listed above.

### ***Specific professional qualifications***

Demonstrated ability to design and develop management plans and guidelines for integrated watershed management.

Demonstrated ability in characterising watersheds.

Demonstrated ability in watershed zoning with skills in the interpretation of remote sensing data and Geographical Information Systems (GIS).

Demonstrated understanding of the Water Resources Management Act 2008.

Ability to provide training on methodologies and actual watershed characterization, watershed zoning and the development and implementation of watershed management plans

Displays excellent communication skills with general public, colleagues, and stakeholders.

## **6 MANAGEMENT AND REPORTING**

### **Responsible body and management structure**

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

WaSSP Working Group 6 Sustainable will be responsible for the overall supervision of consulting services. The Watershed Section of the Water Resources Division will be responsible for the day to day management of the project.

### **Implementation modalities and outputs**

The consultant will start with a briefing session with Working Group 6. The project will be divided into 3 steps and the consultant is expected to present on work progress on outputs or deliverables (refer to section 2) after each of the first 2 steps to be concluded with a debriefing session (after the 3<sup>rd</sup> step) which will be held at the end of the mission.

## **7 FINANCIAL PROPOSAL AND PAYMENTS**

The financial proposal shall be priced on a lump sum basis, inclusive of all fees and other relevant costs required to successfully completing the assignment.

The costs of implementing local consultations through workshop(s), printing and copying facilities will be provided by the client at no cost and should not be included in the financial proposal.

The expected results of the expert which are specified in the scope of work will much depend on the available information in the two catchment areas. Having said that, the assignment can be planned in three steps as specified in expected results of the expert.

Step 1: A first working period where the expert will focus on training of staff and Identification of data gaps and information. The expert will assist the staff to collect and organize the required data.

Period: 1 month

Deliverables: Refer to Section 2

Payment: 30% of lump sum

Step 2: The WRD staff will undertake the data collection which is required.

Period: 4 weeks

Step 3: The second working period of the expert where the results as mentioned in the scope of work will be delivered  
Period: 2 months  
Deliverables: Refer to Section 2  
Payment: 60% of lump sum after submission of the reports  
10% of lump sum after approval of the reports.

## Appendix 1. General information about the status of Watershed Management in Samoa

All of Samoa's river systems originate in the mountainous areas and drain into the sea creating watersheds defined as "a region draining into a river, river system or other body of water". The rivers are fairly evenly distributed throughout Samoa with the exception of Savaii where the land is considered to be dry. The rivers are partly perennial and partly seasonal in character. These rivers are Samoa's main source of fresh water, comprising 75% of Samoa's water sources. Other sources of water include springs at 15%, boreholes 5% and rainwater 5%. The pattern of flow and the quality of water from these sources depend on the condition of the watershed.

Water in the watersheds is being used for drinking, domestic and industrial uses as well as for hydropower. In 1981, 80% of the country's electric power was generated by diesel plants, whereas today close to 80% of the electric power is generated by hydropower. An evaluation of watersheds in 1983 identified five major watersheds in Samoa: the Vaisigano River (Upolu), Fuluasou River (Upolu), Faleaseela River (Upolu) and Vailoa-Faleata Rivers (Savaii). Close to 58% of these areas was in natural condition (undisturbed), 34% was disturbed and 7% was disturbed and in an extremely degraded condition. After the two cyclones Ofa and Val in 1990 and 1991, the condition of these watersheds changed drastically. For instance a Forestry Division assessment of cyclone damage in the Vaisigano watershed indicated a 40% level of uprooted trees and 50% of badly damaged standing trees.

The watershed condition inventory carried out in 1983 has clearly indicated the status, problems and the immediate actions needed for highly degraded watershed areas in Samoa. However, the constant forest clearance of lands by villagers, the opening of new village roads and other development activities have contributed to the deterioration of the country's watersheds. The protection of mountain watersheds has a direct or indirect impact on soil fertility, which essentially influences agricultural developments. The degradation of watersheds has a direct impact on water quantity and quality. Low quality water is unacceptable for human and livestock consumption, at the same time a reduction in quantity might have severe negative effects on water consumption, hydropower generation, irrigation and industrial uses.

Furthermore, siltation of hydropower reservoirs and water supply schemes constitute a major problem; for example in the Vaisigano and Fuluasou Rivers. The siltation of the Moamoa water intake and the contamination of water by a livestock farm upstream forced the intake to close. The Fuluasou River hydropower reservoir, built in the early 1950s, has been completely silted up. Weedicides used upstream in the cultivated area are another major source of pollution that deteriorates the water quality. It makes the water unpalatable and - transported via rivers flowing to the coasts - further pollutes lagoons and reefs.

## Status Of Watershed Management In Samoa

Previously, Government efforts to improve the management of watersheds was confined to five identified watersheds, which badly needed improved management in 1983, i.e., the Vaisigano, Fuluasou, Faleaseela, Falefa and Vailoa Faleata river systems. After the two cyclones in 1990 and 1991 rehabilitation of the first two watersheds was carried out by the Watershed Management Section (WMS) under the Forestry Division (FD) of the Ministry of Agriculture, Forests, Fisheries and Meteorology. Community planting is on going in these identified watersheds. The farmers living in watershed areas were encouraged to incorporate planting of forest trees with their cash crops for the protection of soil and water. The maintenance of these woodlots are the responsibilities of the farmers. The watershed management staff can only supply free seedlings and provide technical support.

The government of Samoa then approved the transfer of the Watershed Management Section to the Department of Lands, Surveys and Environment now being renamed the Ministry of Natural Resources and Environment. With that an external funded project started, piloting effective community-based watershed management approaches at the island of Apolima and the village of Lepa. These various watershed management developments will provide some lessons and models for promoting nationwide effective community-based management of the country's watershed areas which are largely in lands under customary land ownership or owned by village landowners.

Recently with the prioritization of Water Resource Management, the government of Samoa has adopted a sector wide approach known as the Water Sector Support Programme (WaSSP) jointly funded by the European Union (EU) and the Government of Samoa. This sector wide approach supports the Government's national vision of "For every Samoan to achieve a better quality of life" through the implementation of a common sector goal of "Ensuring community access to water of sustainable quality and appropriate quantities to meet all reasonable health, environmental and economic development needs".

The Water Resources Division (WRD) of the Ministry of Natural Resources and Environment (MNRE) is one of the key sectors and works closely with the ministry of Finance for the management and implementation of the project. The main activities undertaken within the project include Component 1 – "Sector Orientation" and Component 6 - "Sustainable Water Resources Management".

One of the highlights of these activities is the prioritization of national watershed areas under sub activity 6.4 "Improved conservation and protection of water catchment areas and water resources". 8 sites have been prioritized with 7 in Upolu and 1 in Savaii i.e. Letogo and Vailele, Lailii, Vaisigano, Fuluasou, Falease'ela, Piu, Tafitoala and Palauli.

An important output of this component is the development of Watershed Management Plans for prioritized catchments. Previous Watershed Management Plans for Vaisigano, Fuluasou and Faleaseela were developed together with other project funded management plans for Loimata o Apaula. Other project reports related to Watershed Management Plans include the International Waters Project (IWP) for Apolima and Lepa.

These Watershed Management Plans worked during its initial stages and during the project timeframe. However, after the project the sustainability of these Watershed Management Plans were at stake. Another factor to be considered is the transfer of the Watershed Section from different ministries to a different division that caused a gap in the transfer of information and knowledge and

also in the work and partnership within the community. Hence a need arisen to develop new Watershed Management Plans with a new approach to guarantee its sustainability after the project timeframe or monitoring timeframe with the Watershed Section.

The Watershed Section is currently monitoring works implemented in the villages of Letogo and Vailele, Laulii, Lepa, Apolima, Faleaseela, Loimata o Apaula, Alaoa and Vaipouli. Additional prioritised catchments are Togitogiga, Solosolo, Palauli and Sataoa. Rehabilitation works include the establishment of a village based nursery, replanting to improve the watershed area, as well as the preparation of the Watershed Management Plans. Of equal importance is to raise awareness in the villages on the importance of watershed areas and ways to protect and conserve these in a sustainable manner for future generations of Samoa.

### **Water Resources Management ACT 2008**

Watershed Management Plans are now mandated under the new Water Resources Management Act 2008 Part VIII (Clauses 20 – 32), which gives provisions on how watershed areas should be managed for the sustainability of water resources in Samoa. It is a plan approved by the Head of State for the management and protection of the climate, soil, and water (whether for water supply, irrigation or generation of electricity) within watershed areas they are intended for. It is stated that the CEO of the MNRE will facilitate the formulation of a WMP which will provide the framework for rational and effective management of watershed areas concerned and their resources. These plans will provide standards and techniques for the protection of our forests and the planning and coordination of all Government and private activities which have a significant effect upon the watershed and its resources.

Consultations with stakeholders will be hosted following the formulation of a draft WMP, after which it will be reviewed by the board and then passed over to the Minister of MNRE for his approval. The minister will then submit the WMP to the cabinet for its recommendations either to refine the WMP, or for the HOS to give an order for the enforcement of the WMP.

Reserved and closed areas are mandated under clause 29 of the legislation which states that a WMP may

- Designate water reserve areas or easements adjacent to water reserves for the purpose of regulating activities within the watershed.
- Provide for any land to be protected and to be closed for the purpose of protecting the water resources.

The formulation of watershed management plans will involve all concerned villages as well as communities, as this document will facilitate the implementation of sustainable water resources development and protection throughout the communities of Samoa.

#### **Attachments:**

- Watershed Management Plan for Fuluasou.
- Watershed Management Plan for Faleaseela – review



## B. INSTRUCTIONS TO TENDERERS

### TENDER REFERENCE: WASSP-PE5-001

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*
<b>Deadline for clarification requests to the contracting authority</b>	1 week before submission	4.30 pm
<b>Deadline for the submission of tenders</b>	29 May 2009	4.00 pm, Level 3, MNRE, DBS Building
<b>Estimated commencement date</b>	8 <sup>th</sup> June 2009	-

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

<sup>3</sup> 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.

##### 3.1 Technical offer

The technical offer must include the following documents:

- (1) **Key expert** (future Annex C.I to the 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.

##### 3.2 Financial offer

The financial offer must be denominated in Euro and submitted using the model in the annex C.II

Tenderers are reminded that the maximum budget available for this contract is Euro 20,000. Payments under this contract will be made in Euro.

#### **4. Variants**

No variant solutions 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 and requests for clarification in writing by e-mail to the following address up to 11 days before the deadline for submission of tenders, specifying the tender reference and the contract title: [tuuu.taulealo@mnre.gov.ws](mailto:tuuu.taulealo@mnre.gov.ws) and copy to [amataga.penaia@mnre.gov.ws](mailto:amataga.penaia@mnre.gov.ws)

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 allowed.

#### **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 80 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).

## **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>	<b>TENDER FOR CONSULTANCY SERVICES FOR WATER SERVICES POLICY PREPARATION IN SAMOA</b>	<b>Tender ref :</b>	<b>WASSP-PE5-002</b>
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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		Not applicable	Not applicable		
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>	
Not applicable	0
Total score for Organisation and methodology	0
<b>Key experts</b>	
<Key expert 1> (Max 100 points)	
Qualifications and skills	10
General professional experience	30
Specific professional experience	60
Total score for Key experts	100
<b>Overall total score</b>	<b>100</b>

## Curriculum vitae

### Proposed role in the project:

1. Family name:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution [ Date from - Date to ]	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills: (e.g. Computer literacy, etc.)
10. Present position:
11. Years within the firm:
12. Key qualifications: (Relevant to the project)
13. Specific experience in the region:

Country	Date from - Date to

**Professional experience**

Date from - Date to	Location	Company	Position	Description

**Other relevant information** (eg, Publications)

## **ANNEX C.II**

### **FINANCIAL OFFER (Global Price)**

**EURO: <amount>**

**Note:**

The above amount must not be broken down further

# 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 EURO»

## 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: EURO

### **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 (not applicable)
  - Annex IV: Key experts
  - Annex V: Global Price/Budget
  - The tender dossier
  - Tenderers Offer

### **Article 7      SUBCONTRACTING**

No subcontracting will be allowed.

### **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**

Not applicable

## **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 15 days of their receipt. If there is no written response within the 15-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 SAT

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:

30%: Accept of Deliverables under Step1

60% Submission of deliverables under Step 1

10% Final Acceptance of all Deliverables.

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 (Not applicable)
- Annex IV: CV of Expert (C.I)
- Annex V: Global Price/Budget (C.II)

## 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)