



**SPC Headquarters**  
95 Promenade Roger Laroque  
BP D5, 98848 Noumea Cedex  
New Caledonia  
Email: spc@spc.int  
Phone: +687 26 20 00  
Fax: +687 26 38 18

**Siège de la CPS**  
95 Promenade Roger Laroque  
BP D5, 98848 Nouméa Cedex  
Nouvelle-Calédonie  
Email : spc@spc.int  
Tel : +687 26 20 00  
Fax : +687 26 38 18

## REQUEST FOR PROPOSAL

**RFP No: RFP 21-057**

**DATE: 16/04/21**

**SUBJECT: “Supply and Delivery of plastic water storage tanks and all tank accessories to Nauru”**

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

To enable you to submit a Proposal, please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Terms of Reference
- Annex III:** Proposal submission form
- Annex IV:** Technical proposal submission form
- Annex V:** Financial proposal submission form
- Annex VI:** Due diligence questionnaire
- Annex VII:** Declaration of interest
- Annex VIII:** SPC General Conditions of Contract for Supply

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

Yours Sincerely,

**Akhilesh Prasad**  
**Manager- Procurement Grant, Risk & Assets**

**INSTRUCTIONS TO BIDDERS**

***RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru***

**1. Submission of proposals**

1.1. Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical proposal submission form
- c. Annex V: Financial proposal submission form
- d. Annex VI: Due diligence questionnaire
- e. Annex VII: Declaration of interest

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **31<sup>st</sup> May 2021 no later than 4.00 pm Fiji Time**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

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

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

1.5. The proposal must be sent in two separate emails as follows:

- **Email 1:** Send the Proposal Submission Form (Annex III), Technical Proposal Submission Form (Annex IV), Due Diligence Questionnaire (Annex VI) and Declaration of Interest (Annex VII), clearly indicating the RFP number in the email subject. Supporting documents for the Technical Proposal Submission Form and Due Diligence Questionnaire must also be sent in this first email.
- **Email 2:** Send the Financial Proposal Submission Form (Annex V) in the second email. The opening of this second email must be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6. Proposals **must be** emailed to [procurement@spc.int](mailto:procurement@spc.int) with the heading "**RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru**" (refer 1.5).

1.7. For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the bidder.

**2. Request for proposals timelines and due dates**

2.1. The timeline and due dates for the RFP are provided in Table 1.

Table 1: RFP timeline and due dates		
	Date	Time
Deadline for seeking clarification from SPC	14 <sup>th</sup> May 2021	4pm Fiji time
Deadline for the submission of Proposal	31 <sup>st</sup> May 2021	4pm Fiji time

### 3. Bidder's responsibilities

- 3.1.** The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding document or to submit a proposal substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2.** The bidder shall bear all costs associated with preparing and submitting a proposal, including costs relating to contract award. SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 3.3.** Bidders must familiarise themselves with local conditions and take these into account when preparing their proposal. It is the bidder's responsibility to obtain information on the assignment, technical requirements, and local conditions.
- 3.4.** By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedure whatever his own conditions of sale may be, which he hereby waives.
- 3.5.** Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.
- 3.6.** If the Procurement Committee requests further information, the bidder may be requested to provide additional information relating to their submitted proposal.
- 3.7.** The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.
- 3.7.1.** Bidders may submit questions and or seek clarification on any issues relating to this RFP in writing to the following email address [procurement@spc.int](mailto:procurement@spc.int) only. **Any attempt of communication with SPC, other than through this email address, may result in the disqualification of the bidder concerned.** The deadline for seeking clarification on the RFP is **14<sup>th</sup> May 2021**.
- 3.7.2.** Any prospective bidders seeking to arrange individual meetings with SPC during the RFP period may be excluded from the bidding procedure.
- 3.7.3.** No clarification meeting / site visit is planned.

#### **4. One proposal per bidder**

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

#### **5. Withdrawal of proposals**

- 5.1. The bidder may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of proposals. The bidder's withdrawal notice should be sent to the following email address [procurement@spc.int](mailto:procurement@spc.int).
- 5.2. No proposal may be modified after the deadline for submission of proposals.
- 5.3. No proposal may be withdrawn after the deadline for submission of proposals.

#### **6. Validity of proposals**

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

#### **7. Modifications to proposals**

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

#### **8. Opening and evaluation of proposals**

- 8.1. The proposals will be opened in the presence of the Bids Opening Committee after the closing of the RFP.
- 8.2. To assist in the examination, evaluation and comparison of proposals, SPC may at its discretion, ask the bidder for clarification of its proposal. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.
- 8.3. The Procurement Committee will carry out a preliminary examination of the proposals to determine whether they are complete, whether any computational errors have been made,

whether the documents have been properly signed, and whether the proposals are generally in order.

**8.4.** A two-stage procedure will be utilised to evaluate the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (Annex II). The table below reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the items in the overall evaluation process.

**8.5.** The technical component, which has a total possible value of 70 points, will be evaluated using the following criteria:

Competency Requirements	Score Weight (%)	Points Obtainable
<b>1. Organisational background</b>		
Details and registration of the institution and past experience	10%	70
<b>2. Technical requirements</b>		
Handling, operation and maintenance	10%	70
Quality and origin of the plastic water storage tanks and accessories	10%	70
Warranties for plastic water storage tanks and accessories	6%	42
Delivery method, schedule and critical path activities	10%	70
Risk/ mitigation measures	10%	70
Specification of the plastic water storage tanks and all tank accessories	34%	238
<b>3. Compliance</b>		
Compliance with all requirements of the RFP	10%	70
<b>Total score</b>	<b>100%</b>	<b>700</b>

**8.6.** The financial proposal will be opened only for bidders that passed the minimum technical score of 49 points (70%). This RFP is funded under a specific project budget and the maximum funding envelope available for this RFP is EUR 275,000.

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

**8.8.** The financial component of the proposal will be scored based on overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded the maximum 30 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

<b>Financial Proposal score</b>	<b>= (Lowest Price / Price under consideration) x 30</b>
---------------------------------	--

**8.9** No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer.

**8.10** Bidders will be deemed to be satisfied, before submitting their proposal, with the proposal's correctness and completeness, considering all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

**8.11** The price for the contract is inclusive of all taxes and is fixed and not subject to revision.

## **9. Award of contract**

**9.1.** The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Terms of Reference with due consideration to SPC's *Procurement Policy* which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.

**9.2.** SPC reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for SPC's action.

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

**9.4.** Within 15 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to SPC.

## **10. Bidder Protest**

**10.1** If a bidder involved in an SPC procurement process considers he is not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

**10.2** To lodge a protest, you can email [complaints@spc.int](mailto:complaints@spc.int) with your allegations. Your protest will need to include:

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

**10.3** The bidder's protest will be recorded and acknowledged promptly. The bidder may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate the protest.

**10.4** Each protest will be received in good faith and will not impact the bidder's involvement in future bids.

## **11 Privacy notice**

**11.1** The bidder understands that his/her proposal and personal information will be stored and used by SPC in accordance with SPC's *Privacy policy* and *guidelines for handling personal information of bidders and grant applicants*. Please inform SPC if you would like copies of the policy or guidelines.

**11.2** If successful, the bidder understands that SPC will publish the bidder's name.

**TERMS OF REFERENCE*****RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru*****Project Title: Global Climate Change Alliance Plus – Scaling Up Pacific Adaptation (GCCA+ SUPA) Project****A. Project description**

The Global Climate Change Alliance Plus – Scaling up Pacific Adaptation (GCCA+ SUPA) Project is about scaling up climate change adaptation measures in specific sectors supported by knowledge management and capacity building. The 4.5-year project (2019–2023) is funded with EUR 14.89 million from the European Union (EU) and implemented by the Pacific Community (SPC) in partnership with the Secretariat of the Pacific Regional Environment Programme (SPREP) and The University of the South Pacific (USP) in collaboration with the governments and peoples of Cook Islands, Federated States of Micronesia (FSM), Fiji, Kiribati, Republic of the Marshall Islands (RMI), Nauru, Niue, Palau, Tonga and Tuvalu.

Nauru like many island countries is experiencing acute impacts of climate change such as sea level rise, rising temperatures and prolonged drought periods among others. These impacts exacerbate the vulnerability of local communities' health and water security. The Government of the Republic of Nauru has selected the water sector as their focus for Output 3 of the GCCA+ SUPA project. The overall objective of the project is to reduce vulnerability in the water sector for Nauru's communities. The specific objective is to contribute to increased water storage for vulnerable households in Nauru.

Households in Nauru purchase their desalinated water for drinking and domestic purposes through tanker delivery. Desalinated water accounts for 70-80% of water needs in Nauru. The remainder is supplied through rainwater harvesting, bottled water and groundwater sources. The project will build on water security efforts by the Government of the Republic of Nauru and will target up to 50 households that do not have a water storage of 5,000 litres or more.

The project will provide water storage measures for desalinated water only. Training will be provided to contractors prior to installation. Training on maintenance and basic maintenance tools will be provided to recipient households. The project will also support awareness campaigns on the regular maintenance of water storage measures and the importance of using potable water.

**B. Tender specification****1. Preliminary and general**

Tenders must include the following provisions in the tender price:

- a) Source, assemble, pack, label and deliver the plastic water storage tanks and all tank related products/accessories to the main wharf in Nauru;
- b) Tanks and accessories to be clearly labelled and loaded as per agreed schedule;
- c) Arrangement and payment of all costs, whether direct or indirect, associated with the sourcing, loading and delivery to the main wharf in Nauru; and
- d) Updating the GCCA+ SUPA Project Manager on the delivery schedule particularly on the arrival of the plastic water storage tanks and tank accessories in Nauru.



The plastic water storage tanks and tank accessories are to be delivered to the main wharf of Nauru at the earliest available opportunity and with the shortest lead-time. When the tanks and all tank accessories are delivered, they will be inspected and cleared by the Secretary for Climate Change and National Resilience onsite or alternatively, the nominated GCCA+ SUPA Project representative onsite.

The bidder must not supply any second-hand or used materials or products.

The bidder will be expected to provide a short report to the GCCA+ SUPA Project Manager together with the Bill of Lading (BOL) and full commercial invoice immediately after the boat has departed from the source port to Nauru. The report shall include a full detailed list of the plastic water storage tanks and all accessories being delivered to Nauru. The GCCA+ SUPA team will send the report, BOL and commercial invoice to the Secretary for Climate Change and National Resilience for checking and signing off after full inspection of the tanks and all accessories.

The bidder will also be expected to provide a short Completion Report to the GCCA+ SUPA Project Manager following full delivery of the plastic water storage tanks and all tank accessories. The report will give details of the delivery to the main wharf in Nauru including any issues and challenges faced and certifying that the products have been delivered in acceptable condition as per the expectation of the client which will need to be signed off by the Secretary for Climate Change and National Resilience onsite.

The bidder should also be able to provide an after-sales service centre and genuine back up parts for the tanks or appoint an agent in Nauru to provide these services.





## **2. Plastic water storage tank specification**

Bidders are invited to provide quotations for plastic water storage tanks and all tank accessories to be distributed by the Department of Climate Change and National Resilience to the identified households in Nauru. The plastic water storage tanks will be used by households to store desalinated water. The water will be delivered to the household tanks using existing water tanker trucks in Nauru. Bidders are to provide a quotation responding to the following specifications:

- i. Water tanks** - The material make-up of the tanks is HDPE (High Density Polyethylene) and shall comply fully with the following Australian and New Zealand Standards, and any other relevant Standards and Compliance Requirements: AS 2070:1999, AS4020:2005, AS/NZS 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification. The following are some of the general requirements:
  - Must not taint contents – used for drinking water application.
  - Must be made of virgin non-toxic food grade material.
  - Tank material prevents algae growth.
  - Must be made of environmentally friendly material.
  - Low maintenance.
  - UV stabilized (for external use).
  - Non-stackable tanks.
  - Easy to transport and install.
  - Impact resistance – top of tank should be strong enough to hold a man’s weight.
  - Robustness and durability.
  - Must have an access manhole with a minimum diameter of 450mm.
  - Must be able to withstand damage from weather conditions and must have tie down points.
  - The supplier must have the ability to stock and supply spare parts.
  - The supplier must provide the maintenance or repair kits for the plastic tanks (1 welding machine, 10kg welding rods and manual).

- Life expectancy (period of performance guarantee of 10 years), warranty and after sales service.
- Must have written and clear handling, operation and maintenance procedures.

## ii. List of materials and requirements

NO	ITEM DESCRIPTIONS	PHOTO	QUANTITY			UNIT
			NAURU	EXTRA FOR MAINTENANCE PURPOSES	TOTAL	
<b>PART A: Plastic Water Tanks &amp; Tank Accessories</b>						
1	AS 2070:1999, AS4020:2005, AS/NZ 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification <b>Plastic Water Tanks</b> - 5,300 litres or 1,178 gallons with maximum height of 2,480mm or 8.14', maximum diameter of 1800mm and all tank accessories		22		22	No.
2	AS 2070:1999, AS4020:2005, AS/NZ 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification <b>Plastic Water Tanks</b> - 10,200 litres or 2,267 gallons with maximum height of 2,550mm or 8.3', maximum diameter of 2450mm and all tank accessories		76		76	No.
3	20mm screw HDPE plug for outlet flange (water tank)		76		76	PIECES
4	PVC Tank Connector or Bulkhead Fitting (20mm)		98	98	196	PIECES
5	PVC Tank Overflow kit Extra High 90mm		98	98	196	PIECES
6	Debris screen fitted with a cover Tank Screen to fit tank opening (Round base)		98		98	PIECES
7	Maintenance or repair kits for the plastic tank (1 welding Machine, 10kg welding rods for plastic tanks and manual)		1		1	Set

## C. Delivery specification

1. The bidder is required to deliver the plastic water storage tanks and all tank accessories to the main wharf in Nauru before 31<sup>st</sup> October 2021. Upon arrival in Nauru, the tanks and all accessories will be inspected and signed off by the Secretary for Climate Change and National Resilience onsite or alternatively, the nominated GCCA+ SUPA Project representative onsite. The Government of Nauru will be responsible for the customs clearance.
2. The delivery date shall be stated clearly in the offer and it is up to the bidder to decide on the optimum method of delivering the supplies (air freight, sea freight or a combination of these).
3. The delivery should be within the period specified and agreed by contract.
4. Proposed delivery dates within the specified period will have no repercussion upon the evaluation of the bids. The delivery period may be negotiated with the successful bidder however anticipated non-compliance should be specified within the submitted bid.
5. The bidder is to ensure that all components and any other accessories are packaged and successfully transported to the main wharf in Nauru. All proposal costs (Annex V) as part of the submission should be inclusive of any or all applicable taxes and customs duties. The tanks and tank accessories will be duty free in Nauru but there will be a handling/administration fee. Before

signing of contract, the shipping schedules, including ETD from country of supply and ETA to final destination should be submitted to the GCCA+ SUPA Project Manager for approval.

6. The plastic water storage tanks and all tank accessories shall be transported in a proper manner to prevent any transportation-related damage and delivered in the condition as per expectation of the client. The successful bidder must provide details of consignment, BOL and insurance cover as soon as practicable.
7. It is the responsibility of the successful bidder to ensure that water tanks and all accessories are insured until such time as the delivery is cleared and accepted by the receiver of the shipment. The bidder must cover marine insurance and indicate all the risks that are associated with the supply works, and how to mitigate the risks.
8. The bidder will be responsible for settling any transportation-related damage claims and will be responsible for replacing any damaged water tank or accessories to Nauru, at the request of SPC and in a timely manner.

#### **D. Institutional arrangement**

1. The successful bidder will be directly responsible to the GCCA+ SUPA Project Manager for the delivery of services in line with the specifications mentioned in parts B and C above. The successful bidder needs to meet Nauru's biosecurity and quarantine requirements for the tanks and accessories.
2. The successful bidder will keep the GCCA+ SUPA Project Manager informed on each stage of the delivery process. Once the plastic tanks and accessories leave the country of supply, the successful bidder will immediately submit the export invoice, Bill of Lading and marine insurance.
3. The successful bidder is expected to work with the Secretary for Climate Change and National Resilience in assisting with the clearance from Nauru port and during inspection of the tanks and accessories.

#### **E. Evaluation criteria**

##### **1. *Details and registration of the institution and past experience***

The bidder must provide relevant details relating to the organisational background including legal registration of the institution and detailed evidence of two supply works that demonstrate the bidder's track record in completing works similar to the work specified in the RFP. The supply contracts must have been completed or substantially completed within the last five years.

##### **2. *Handling, operation and maintenance***

The bidder will provide a complete set of handling and maintenance procedures in both electronic and hard copy format.

##### **3. *Quality and origin of the plastic water storage tanks and accessories***

All equipment, components, and various accessories supplied and delivered must be brand new and manufactured to a high quality. The origin and point of manufacture of the tanks must be specified. Once the contract is signed, the successful bidder is not allowed to change any of the submitted specifications without the formal authorisation of the SPC. The successful bidder must supply the plastic water storage tanks and accessories as stated in the specifications.

#### **4. Warranties for plastic water storage tanks and accessories**

For all supplied plastic water tanks and accessories, the bidder will certify their high quality and conformity with norms and regulations in effect.

The Product Warranty for the plastic water storage tanks must be at least 10 years. The warranty for all tank accessories must be at least 5 years. The bidder will provide confirmation of the warranties. These warranties must be transferable to the Department of Climate Change and National Resilience, Nauru, as SPC will not be the eventual owner of the tanks and accessories.

#### **5. Delivery method, schedule and critical path activities**

The bidder shall provide the following documents in English, in accordance with the schedule of supply and delivery:

- i. Financial proposal including the lump sum price in Euro.
- ii. Payment terms, conditions and price validity.
- iii. Delivery schedule, including delivery time from date of notice of award.
- iv. Transportation method (accounting for size of container).

#### **6. Risks/mitigation measures**

Ability to identify potential risks on supply and delivery of the plastic water storage tanks and the accessories as well as their quality to Nauru. Effective measures to mitigate these risks are to be outlined.

#### **7. Specification of the plastic water storage tanks and all tank accessories**

Refer to Part B above.

#### **8. Compliance with all requirements of the RFP**

The bidder must submit all the relevant completed forms with supporting documents.

#### **Proposal evaluation matrix**

<b>Competency Requirements</b>	<b>Score Weight (%)</b>	<b>Points Obtainable</b>
<b>1. Organisational background</b>		
Details and registration of the institution and past experience	10%	70
<b>2. Technical requirements</b>		
Handling, operation and maintenance	10%	70
Quality and origin of the plastic water storage tanks and accessories	10%	70
Warranties for plastic water storage tanks and accessories	6%	42
Delivery method, schedule and critical path activities	10%	70
Risk/ mitigation measures	10%	70
Specification of the plastic water storage tanks and all tank accessories	34%	238
<b>3. Compliance</b>		
Compliance with all requirements of the RFP	10%	70
<b>Total score</b>	<b>100%</b>	<b>700</b>

#### **Indicative schedule of payments**

<b>Milestone/Outputs</b>	<b>Deadline</b>	<b>% Payment</b>
Signing of contract and submission of shipping Bill of Lading, export invoice and other required documents	TBC	50%
Confirmation that the specified plastic water storage tanks and all the accessories have been received at Nauru Main Port, and are all in good condition	TBC	50%

**PROPOSAL SUBMISSION FORM*****RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru***

Procurement Unit

Email: [procurement@spc.int](mailto:procurement@spc.int)

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services as per requirements and all other items described or mentioned or reasonably to be inferred from the Terms of Reference provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time.
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change.
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them.
- Neither the lodgment of the Request for Proposal documents nor the acceptance of any RFP nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable.
- Except as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.
- **The SPC General Conditions of Contract for Supply are not negotiable.**

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the timeframe stipulated. We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded based on the Technical and Price Components proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Firm /Institution:**

\_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_**Name of Representative:**

\_\_\_\_\_

**Position of Representative:** \_\_\_\_\_

**TECHNICAL PROPOSAL SUBMISSION FORM***RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru***PART A – Organisational background**

<b>Registered Name:</b>	
<b>Year Established:</b>	
<b>Physical Address:</b>	
<b>Postal Address:</b>	
<b>Telephone Contact:</b>	
<b>Fax Number:</b>	
<b>Email:</b>	
<b>Contact Person:</b>	
<b>Position of Contact Person:</b>	
<b>Number of Employees:</b>	
<b>Firm/institutional experience on <u>supply and delivery of plastic water storage tanks</u> including past experiences. Please provide contacts of <u>two</u> referees/references of similar past projects conducted. Attach additional details as applicable.</b>	1.
	2.
<b>Legal registration of firm (Attach documentation)</b>	

**PART B – Technical requirements**

Evaluation Criteria	Response by bidder confirming expertise, experience, ability, technical skills and resources to provide supply and delivery services to SPC (Please provide documentation to support your response)
Handling, operation and maintenance	
Quality and origin of the plastic water storage tanks and all tank accessories	
Warranties for plastic water storage tanks and accessories	
Delivery method, schedule and critical path activities	
Risk/mitigation measures	
Specification of the plastic water storage tanks and all tank accessories	<i>For this evaluation criteria, please complete the table in Part C below.</i>



## PART C – Compliance with the technical specifications

Item	Specification	Response by bidder
1	The material make-up of the tanks is HDPE (High Density Polyethylene) and shall comply fully with the following Australian and New Zealand Standards, and any other relevant Standards and Compliance Requirements: AS 2070:1999, AS4020:2005, AS/NZS 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification	<i>State the applicable standard(s):</i>
2	Must not taint contents – used for drinking water application	
3	Must be made of virgin non-toxic food grade material	
4	Tank material prevents algae growth	
5	Must be made of environmentally friendly material	
6	Low maintenance	
7	UV stabilized (for external use)	
8	Non-stackable tanks	
9	Easy to transport and install	
10	Impact resistance – top of tank should be strong enough to hold a man’s weight	
11	Robustness and durability	
12	Must have an access manhole with a minimum diameter of 450mm	
13	<b>Provide photos</b> (top view and side views) of the proposed tank (5,300 litres tank)	
14	<b>Provide photos</b> (top view and side views) of the proposed tank (10,200 litres tank)	
15	Must be able to withstand damage from weather conditions and must have tie down points	
16	The supplier must have the ability to stock and supply spare parts	<i>State the source of spare parts:</i>
17	The supplier must provide the maintenance or repair kits for the plastic tanks (1 welding machine, 10kg welding rods and manual)	
18	Life expectancy (period of performance guarantee of 10 years), warranty and after sales service	
19	Must have written and clear handling, operation and maintenance procedures	

**FINANCIAL PROPOSAL SUBMISSION FORM****RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru**

1. All costs indicated on the financial proposal should be inclusive of all applicable taxes.
2. The format shown below should be used in preparing the price schedule.

NO	ITEM DESCRIPTIONS	QTY	EXTRA FOR MAINTENANCE PURPOSES	TOTAL	UNIT	Unit Cost (Euro)	Total Cost (Euro)
<b>Plastic Water Tanks &amp; Tank Accessories</b>							
1	AS 2070:1999, AS4020:2005, AS/NZ 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification <b>Plastic Water Tanks</b> - 5,300 litres or 1,178 gallons with maximum height of 2,480mm or 8.14', maximum diameter of 1800mm and all tank accessories	22		22	No.		
2	AS 2070:1999, AS4020:2005, AS/NZ 4766:2006, AS/NZS 4766-2006, ISO 9001-2008 as well as US FDA approved certification <b>Plastic Water Tanks</b> - 10,200 litres or 2,267 gallons with maximum height of 2,550mm or 8.3', maximum diameter of 2450mm and all tank accessories	76		76	No.		
3	20mm screw HDPE plug for outlet flange (water tank)	76		76	PIECES		
4	PVC Tank Connector or Bulkhead Fitting (20mm)	98	98	196	PIECES		
5	PVC Tank Overflow kit Extra High 90mm	98	98	196	PIECES		
6	Debris screen fitted with a cover Tank Screen to fit tank opening (Round base)	98		98	PIECES		
7	Maintenance or repair kits for the plastic tank (1 welding Machine,10kg welding rods for plastic tanks and manual)	1		1	Set		
<b>Total Cost</b>							
<b>Freight &amp; Marine Insurance to Nauru Main Port</b>							
<b>Documentation &amp; Packaging</b>							
<b>Other Charges (please specify if any) .....</b>							
<b>Total CIF (Euro)</b>							

**DUE DILIGENCE QUESTIONNAIRE*****RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru***

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

**For individuals operating a business in their personal capacity**

1. Please provide any two of the following documents to verify identity and proof of address:
  - a. Passport
  - b. Driver's license
  - c. Voter card or other government-issued identity card
  - d. Bank statement with the individual's name displayed
  
2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

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

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

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

**For companies and other legal entities**

1. Please provide the following documents to verify identity and proof of address:
  - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
  - b. Any of the following documents:
    - Certificate of Incorporation
    - Memorandum and Articles of Association
    - Telephone bill in the name of the company
    - Bank statement with the entity's name displayed
  
2. Does your entity have foreign branches and/or subsidiaries? Yes No
  
3. If you answered 'Yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Domestic subsidiaries	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Overseas branches	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Overseas subsidiaries	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

4. Is your entity regulated by a national authority? Yes No  
If you answered 'Yes' please state the name of the national authority.

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

If you answered 'Yes', please attach the English version of your policy.

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

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

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

- Foreign financial institutions? Yes No
- Casinos? Yes No
- Cash-intensive businesses? Yes No
- Foreign government entities? Yes No
- Non-resident individuals? Yes No
- Money service businesses? Yes No

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

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

If you answered 'Yes' please provide details.

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

If you answered 'Yes' please provide details.

I declare that none of the funds received or to be received by me or my organisation are used or will be used for money laundering or terrorism financing.

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

Dated this ..... day of ..... [month and year] at .....

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Position**

**CONFLICT OF INTEREST**

***RFP 21-057: Supply and delivery of plastic water storage tanks and all tank accessories to Nauru***

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

OR

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Position**

**SPC GENERAL CONDITIONS OF CONTRACT FOR SUPPLY****1. LEGAL STATUS**

The Contractor has the legal status of an independent Contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

**2. SOURCE OF INSTRUCTIONS**

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

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

3.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

**4. SPECIFIED PERSONNEL**

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of

this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

**5. ASSIGNMENT**

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

**6. SUB-CONTRACTING**

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

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

**7. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The

Contractor agrees that breach of this provision is a breach of an essential term of this contract.

## **8. INDEMNIFICATION**

8.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

8.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.

8.3 The obligations under this clause do not lapse upon termination of this contract.

## **9. FRAUD AND CORRUPTION**

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission

can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

## **10. INSURANCE AND LIABILITIES TO THIRD PARTIES**

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

10.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

## **11. ENCUMBRANCES/LIENS**

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

## **12. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment



determined to be damaged or degraded beyond normal wear and tear.

### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this contract. This includes derivative works created as a result of products created pursuant to this contract.

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

### **14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC**

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

### **15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

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

15.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### **16. TAX EXEMPTION**

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

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

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

### **17. CONFLICT OF INTEREST**

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

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

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

### **18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its

activities through its Social and Environmental Responsibility Policy.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

*Child protection*

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

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

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

18.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

*Human rights*

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

18.6 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

*Gender equality and social inclusion*

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

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe

workplace environment for women and men of all diversities.

*Sexual harassment, sexual abuse or sexual exploitation*

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

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

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

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

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

18.12 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

*Environmental responsibility*

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

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

**19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING**

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the

funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

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

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

19.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

## **20. OBSERVANCE OF THE LAW**

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

## **21. AUTHORITY TO MODIFY**

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.

## **22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

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

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this contract.

22.3 The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this contract.

22.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, SPC shall have the right to suspend or terminate this contract on the same terms and conditions as are provided for in clause 17 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **23. TERMINATION**

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days written notice to the Contractor, in which case SPC shall reimburse

the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

23.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

23.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

#### **24. SETTLEMENT OF DISPUTES**

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **25. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.