

REQUEST FOR PROPOSAL

RFP No.: RFP 20/045

Date: 28/05/2020

SUBJECT: Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

You are requested to submit a proposal to carry out specific tasks as outlined in the Terms of Reference (Annex II).

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

- Annex I: Instructions to bidders
- Annex II: Terms of Reference, containing a description of SPC's requirements for which these services are being sought
- Annex III: Proposal Submission Form
- Annex IV: Technical Proposal Submission Form
- Annex V: Financial Proposal Submission Form
- Annex VI: SPC General Terms and Conditions for Contract for Professional Services

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 Grants Risk & Assets

ANNEX I
INSTRUCTIONS TO BIDDERS
Request for Proposal (RFP): RFP 20/045

Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

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 and any relevant supporting documents
- c) Annex V: Financial Proposal Submission Form

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **26 June 2020 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 and publication on SPC website. 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. All proposals should be in Word or PDF format. Please note that the maximum size attachments SPC can receive is 10Mb.

1.4. All prices in the proposals should be presented in priority in EURO's and inclusive of all taxes.

1.5. The proposal has to be in two separate sealed envelopes as follows:

- a) Part A (Envelope 1) should contain the Proposal Submission Form, Technical Proposal Submission Form.
- b) Part B (Envelope 2) should contain the Financial Proposal Submission Form.

Both envelopes should be clearly labelled and state the appropriate parts (Part A or B) to which the proposal refers. The bidders must submit proposals for both Part A and Part B.

c) The electronic submission procedures shall be:

- i Send in a first email the technical proposal and related document(s), clearly indicating the RFP number in the email subject; and
- ii Send in a second email the financial proposal and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6. Proposals should be emailed to procurement@spc.int with the heading "RFP 20/045 Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji" or sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP 20/045
3 Luke Street,

- 1.7 Any proposal received by the SPC after the deadline for submission of proposals, will be rejected.
- 1.8 Bidders must insist on an acknowledgment receipt for proposals delivered to the Request for Proposal Box.
- 1.9 Request for proposal forms with all the relevant documentations must be completed with electronic copies in Word and PDF format.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the tender is provided in Table 1 below:

Table 1 : Tender timelines and due dates		
	Date	Time (Fiji time)
Deadline for seeking clarification from SPC	11 June 2020	4:00pm
Deadline for SPC response to clarifications and posting on SPC website	17 June 2020	4.00pm
Deadline for the submission of proposals	26 June 2020	4.00pm
Bids opening session	TBC	TBC
Notification of award to the successful bidder	TBC	TBC

3. Bidders' 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 documents or to submit a bid substantially responsive to the bidding documents 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 bidding process.
- 3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal 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/her own conditions of sale may be, which he/she 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 organizational status.
- 3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.
- 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 issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is **11 June 2020 no later than 4pm Fiji Time**.
- 3.7.2 Any prospective tenderers seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.
- 3.7.3 No clarification meeting / site visit planned.

4. One Proposal per Bidder

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 his/her proposal after the 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 shall be sent to the following email address procurement@spc.int.
- 5.2 No proposal may be modified subsequent to 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 bids for a period of 120 days from the deadline for submission of proposals.
- 6.2. The successful bidder will be bound by his/her tender for a further period of 60 days following receipt of the notification that he/she 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 distributed to all the bidders prior to the deadline for receipt to enable 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 time specified 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 Evaluation Committee after the closing of the request for proposals.
- 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 Evaluation 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 in evaluating 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 Scope of Works. The table also reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the item in the overall evaluation process.

8.5. The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria (summary):

	CRITERIA	% Weighting	Points Attainable
1.	<ul style="list-style-type: none"> Team comprising qualified experts with a minimum Masters or equivalent qualification in: (i) water resources/catchment management (ii) climatology, hydrology and watershed/coastal engineering; (iii) socio-economic competencies; evidenced by CVs, and clearly showing the number of days to be spent on the project by each expert. 	25%	175
2.	<ul style="list-style-type: none"> Experts to have minimum combined 20 years' experience in Pacific Islands (experience in Fiji would be an added advantage) in (i) water resources management, (ii) climatology, hydrology and watershed/coastal engineering; (iii) socio-economic competencies. 	25%	175
3.	<ul style="list-style-type: none"> Excellent verbal and written communication skills in English, evidence of minimum 10 years' experience conveying complex technical information to a non-technical audience, and clear evidence of involvement in minimum 3 projects using participatory consultative approaches in Pacific Islands. 	25%	175
4.	<ul style="list-style-type: none"> Short technical proposal (maximum 2,000 words) outlining the approach to be used to deliver this consultancy, the special skills and experience the team would bring, and the number of days to be spent on site in Labasa, Fiji, by each consultant. 	25%	175
	Total	100%	700
	Qualification/Minimum Score	70%	490

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

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 on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC.

This consultancy is funded under a specific project budget and the funding envelope available for this consultancy is **Euros 68,000**. The lowest financial proposal for fare quotes will be awarded maximum 300 points. The formula used for scoring points for financial values and fare quotes proposed will be:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 300$$

- 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 have satisfied themselves, before submitting their tender and to its correctness and completeness, taking into account 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. Bidders must quote by unit and overall prices for their tenders on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.
- 8.12. 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 Scope and Technical Specifications with due consideration to SPC Procurement and Supply Chain Management Guidelines 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 negotiation 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.
- 9.5. The SPC general conditions of contract (Annex VI) is not negotiable.

10. Bidder protest

- 10.1. If a bidder involved in an SPC procurement process considers they were 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, a bidder can email complaints@spc.int with specified allegations. The protest will need to include:
- full contact details of the bidder;
 - details of the relevant procurement;

- reasons for the protest, including how the alleged behaviour negatively impacted on the bidder's bid;
- copies of any documents supporting bidder's grounds for protest; and
- the relief that is sought.

10.3 The protest will be recorded and will be acknowledged promptly. The bidder may be contacted to provide more information. An officer not involved in the original procurement process and with no conflict of interest will be nominated to investigate the protest.

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

**ANNEX II
TERMS OF REFERENCE**

Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

A. Background

The Global Climate Change Alliance Plus Scaling up Pacific Adaptation (GCCA+ SUPA) project is funded by the European Union with Euros 14.89 million, and implemented over the period 2019-2022, 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) and the government and people of Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, Niue, Palau, Tonga and Tuvalu. SPC is the lead organisation for the GCCA+ SUPA project. The overall objective of the SPC GCCA+ SUPA project is to enhance climate change adaptation and resilience within the ten Pacific Island countries. Under the GCCA+ SUPA project, the Government of Fiji has selected coastal protection as the focus sector under Output 3.

The Fiji GCCA+ SUPA project is titled: 'Scaling up the Soasoa drainage system, Fiji'. The goal of the Fiji SUPA project is to increase the resilience of vulnerable coastal communities of Soasoa, Macuata province, in Fiji through comprehensive planning, and an integrated scaled up infrastructure and ecosystem-based adaption. The project will be managed by SPC and the Ministry of Waterways and Environment (MoWE) will lead in the implementation of the SUPA project, in partnership with the Ministry of Economy-Climate Change & International Cooperation Division (CCICD).

Fiji, like many island countries, is increasingly experiencing the negative impacts of climate change. These impacts exacerbate the vulnerability of coastal communities' and their assets to coastal inundation and flooding.

The Fiji National Climate Change Policy 2018 and National Adaptation Plan 2018 identified coastal protection as an area needing priority actions and interventions. Following an Inception and Planning Workshop in March 2019, the Fiji stakeholders selected to focus on coastal protection in the Soasoa drainage catchment in Labasa, on the island of Vanua Levu in the Macuata Province.

The Fiji government sees climate-resilient infrastructure as a critical measure for adaptation particularly along coastal areas and reclaimed lands. This is evident in the Fiji National Adaptation Plan (NAP) with short, medium, and long terms strategies outlined to develop climate-resilient infrastructure. The Soasoa drainage catchment is largely reclaimed land that is used for coastal agriculture and is dominated by sugarcane farming. In the recent past, these areas have been exposed to more frequent seawater inundation and flooding events that cause crop failures and affect livelihoods.

In the Soasoa drainage catchment, levees protect the reclaimed area and a series of floodgates discharge water during low tide. The infrastructure was designed in the 1970s and there is now a need to strengthen this infrastructure to address climate change impacts, such as rising sea levels, changing rainfall patterns, and the frequency of extreme rainfall events. The proposed activities for the Soasoa drainage catchment support the Fijian Government's efforts to enhance the resilience of vulnerable coastal communities to climate change and natural hazards through the scaling up of drainage and coastal protection infrastructure with the integration of community and ecosystem-based adaptation. A holistic approach to guide the management of the whole watershed area is required. To this end, a 30-year integrated watershed management plan for the Soasoa drainage catchment will be developed to guide the management of the basin over the medium term. The SUPA project will also contribute to the implementation of on-the-ground activities that involve the construction of enhanced flood control infrastructure in the form of raised levees and floodgates. These activities aim to build the resilience of the communities and their assets in the Soasoa drainage catchment.

The 2017 population estimate for the Soasoa watershed area is 4,140 direct beneficiaries. It is anticipated that the population of the wider Soasoa area and the Labasa area, around 5,947 people, will also indirectly benefit from the project.

SPC is seeking consultants/consultancy firm to: i) prepare a work plan and schedule; ii) conduct a desktop review of all relevant documents; iii) consult with communities in the Soasoa watershed area; iv) conduct a 2-day issues mapping workshop with key stakeholders; v) conduct rapid assessment field surveys to address any gaps from the desktop review; vi) prepare historical flood maps; vii) prepare a draft watershed management plan; viii) hold a stakeholder workshop to review the draft watershed management plan; ix) prepare a final watershed management plan.

The delivery of this consultancy will require in-depth knowledge and experience working in watershed management in the Pacific Islands, and a team approach combining skills in climatology, hydrology, watershed/coastal engineering, land-use conservation and management, watershed management, socio-economic competencies, and participatory consultative processes. The consultants will collaborate with the MoWE and CCID, other ministries, and non-governmental organisations (NGOs) in Fiji, and the GCCA+ SUPA team based in Suva, Fiji. The consultants will be required to travel to Labasa, Fiji, for the purpose of data collection, consultations and presentation of the plan. Delivery of the GCCA+ SUPA project requires understanding and application of a gender-sensitive and rights-based approach (information on a rights-based approach is available at <http://rrrt.spc.int/>).

B. Scope of Work

The consultant will:

1. **Prepare a work plan and schedule** for the delivery of each activity clearly showing the consultants to be involved in each activity.
2. **Conduct a desktop review of all relevant documents and prepare a draft Table of Contents for the watershed management plan.** The desktop review to include technical, hydrological, climatological, geophysical, land-use, socio-economic, policy, legal and planning documents relating to the Soasoa drainage catchment. Prepare a desktop review report (20-pages) and a bibliography of all relevant documents consulted and a draft Table of Contents for the integrated watershed management plan.
3. **Consultations with communities in the Soasoa drainage catchment (including Vunika and Vunivau residents):** Hold interviews and conduct consultations with the residents of the communities and identify needs and concerns relating to historical flooding events, socioeconomic concerns and major development activities. Prepare a report compiling the main outcomes.
4. **Conduct a 2-day mapping workshop to identify priorities for the watershed management plan with major stakeholders from national and provincial government, NGOs, private sector, resource users and community representatives.** This will include a minimum two-day mapping workshop to identify (i) problems, (ii) solutions, (iii) challenges, (iv) opportunities and (v) threats for the proposed focus areas of the plan. Key stakeholders should include representatives from the Soasoa watershed communities, farmers association, MoWE and CCID. Other partners may include the Ministry of Lands and Mineral Resources, Ministry of Rural and Maritime Development and National Disaster Management, I-Taukei Land Trust Board (ITLTB), Ministry of Health and Medical Services, and NGO's among others. Prepare a report on the 2-day consultation and mapping workshop.
5. **Conduct rapid assessment field surveys to address gaps not covered in the desktop review.** This will include rapid assessment field surveys, where needed, to cover data gaps in biodiversity and ecology, settlements and land use, climate and hydrology, geophysical characteristics, infrastructure including flood protection measures, socio-economic

characteristics, and governance. Further consultations may be held with communities. Prepare a report on the rapid assessment field surveys.

6. **Prepare historical flood maps of the Soaso watershed area.** Using existing and historical information, including remote sensing; historical records and anecdotal information relating to flood peaks, flood extent, river gauge and rainfall records; combined with field measurements of flood depth and other parameters, prepare a library of historical flood maps to inform planning and disaster preparedness. The flood maps should include the following:
 - Predicted flood levels at existing and proposed river gauge sites, affected properties, roads and critical infrastructure (schools, medical facilities, etc).
 - Installation of signboards with staff-gauge giving an indication to the community on water levels.
 - The location of natural and built environments, flood plains, cultural and protected area/conservation sites among others.
 - Location of the most vulnerable groups such that their needs can be addressed in the watershed management plan. Vulnerable groups such as women, children, the elderly and persons with disabilities are more vulnerable to natural disasters such as floods. This may be accentuated by socio-economic and other factors.

7. **Prepare a first full draft of the watershed management plan** that is guided by the desktop review, consultations, rapid field assessments and historical flood mapping. The draft is to incorporate a people centred approach, taking into account gender considerations and human rights. Circulate to key government ministries, NGOs, key community representatives, Fiji Sugar Corporation, farmers association representatives, private sector, SPC and other partners for feedback. Maintain a comments register. The watershed management plan should cover 30-years and have clear goals, objectives, milestones and activities; and be supported by a detailed Action Plan showing the measures, indicative costs, schedule, responsible agencies/groups, and monitoring & evaluation framework for the next two five-year periods, and a more general Action Plan for the following 20-years. The watershed management plan should include the following:
 - i. Scope and objectives of the watershed management plan
 - ii. A description of the biological, ecological, physical, hydrological (including historical flood maps), climatological, infrastructural and socio-economic characteristics of the watershed area.
 - iii. Results of the consultations with the different stakeholders.
 - iv. Identification of the major issues.
 - v. Recommendations for structural and non-structural measures; riparian vegetation management; community preparedness measures for flood hazards which also address the needs of vulnerable groups.
 - vi. A detailed Action Plan identifying key actions, indicative costs, implementation schedule, responsible agencies/groups, monitoring, and evaluation framework for the next two five-year periods, and a more general Action Plan for the following 20-years.

8. **Facilitate a stakeholder consultation to review the first draft of the Soaso watershed management plan.** Conduct a minimum 2-day consultation. Stakeholders to include the Soaso watershed communities, farmers association, MoWE and CCICD. Other partners may include the Ministry of Lands and Mineral Resources, Ministry of Rural and Maritime Development and National Disaster Management, I-Taukei Land Trust Board (ITLTB), Ministry of Health and Medical Services, Environmental NGO's among others. Prepare a report on the consultation.

9. **Produce a final version of the Soaso watershed management plan** addressing the feedback from the stakeholder consultations, the comments register and any other feedback. Obtain sign-off from the SPC GCCA+ SUPA team, CCICD and MoWE.

C. Expected Outputs

1. Work plan and schedule.
2. Summary of the desktop review, bibliography of all relevant documents consulted, and a draft Table of Contents for the integrated watershed management plan.
3. Report on the consultations with communities in the Soasoa watershed catchment.
4. Report on 2 days consultation and mapping workshop with key stakeholders
5. Report on rapid assessment field surveys
6. Historical flood maps for Soasoa watershed area
7. Full draft of the Watershed Management Plan.
8. Report on the stakeholder consultation to review the draft Watershed Management Plan.
9. Final version of the Watershed Management Plan signed off by SPC GCCA+ SUPA team, CCICD and MoWE, and comments register.

D. Institutional Arrangement

The consultants will report directly to the Project Manager, GCCA+ SUPA project, SPC, Suva, Fiji. The consultants will also liaise very closely with the CCID and MoWE, and the GCCA+ SUPA National Coordinator. Other key stakeholders will be consulted during the consultancy.

E. Duration of work

The consultancy will be conducted over the period of July 2020 to 28th February 2021.

F. Duty Station (if relevant)

The consultants will work from their home office and will make a minimum of five visits to Labasa, Fiji, although more visits may be scheduled.

G. Qualifications of the successful contractor and criteria for assessment

	CRITERIA	% Weighting	Points Attainable
1.	<ul style="list-style-type: none">• Team comprising qualified experts with a minimum Masters or equivalent qualification in: (i) water resources management (ii) climatology, hydrology and watershed/coastal engineering; ; (iii) socio-economic competencies; evidenced by CVs, and clearly showing the number of days to be spent on the project by each expert.	25%	175
2.	<ul style="list-style-type: none">• Experts to have minimum combined 20 years' experience in Pacific Islands (experience in Fiji would be an added advantage), in (i) climatology, hydrology and watershed/coastal engineering; (ii) land use conservation and	25%	175

	management, water resources management; (iii) socio-economic competencies.		
3.	<ul style="list-style-type: none"> Excellent verbal and written communication skills in English, evidence of minimum 10 years' experience conveying complex technical information to a non-technical audience, and clear evidence of involvement in minimum 3 projects using participatory consultative approaches in Pacific Islands. 	25%	175
4.	<ul style="list-style-type: none"> Short technical proposal (maximum 2,000 words) outlining the approach to be used to deliver this consultancy, the special skills and experience the team would bring, and the number of days to be spent on site in Labasa, Fiji, by each consultant. 	25%	175
	Total	100%	700
	Qualification/Minimum Score	70%	490

H. Scope of Bid Price and Schedule of Payments

<u>Milestones/outputs</u>	<u>Deadline (date)</u>	<u>% Payment</u>
1. Submission of a (i) signed contract agreement by the consultant(s) and SPC; and (ii) work plan and schedule.	14.07.20	10%
2. Summary of the desktop review, bibliography of all relevant documents consulted, and a draft Table of Contents for the integrated watershed management plan. 3. Report on the consultations with communities in the Soasoa watershed catchment. 4. Report on 2 days consultation and mapping workshop with key stakeholders 5. Report on rapid assessment field surveys 6. Historical flood maps for Soasoa watershed area	31.10.20	30%
7. Full draft of the Watershed Management Plan.	15.12.20	30%
8. Report on the stakeholder consultation to review the draft Watershed Management Plan. 9. Final version of the Watershed Management Plan signed off by SPC GCCA+ SUPA team, CCICD and MoWE, and comments register.	28.02.21	30%

ANNEX III
PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: 20/045

Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

To: The RFP Committee
The Pacific Community
Procurement Unit
Private Mail Bag, Suva – FIJI
Email: procurement@spc.int

Dear Sir /Madam,
Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be 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 tender 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;
- Excepted 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 are not negotiable.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame 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 on the basis of the Technical and Price Components proposed.

Company Name _____ Dated this _____ day of _____ 20__.

.....

Position of Representative

.....

Name of Representative

.....

Signature of Representative

.....

Annex IV
TECHNICAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP): RFP 20/045
Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Contact details for two referees. Attach additional details as applicable.	

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
Team comprising qualified experts with a minimum Masters or equivalent qualification in: (i) climatology, hydrology and watershed/coastal engineering; (ii) land use conservation and management, water resources management; (iii) socio-economic competencies; evidenced by CVs, and clearly showing the number of days to be spent on the project by each expert.	

PART C – Knowledge / Experience / Proposed Approach

CRITERIA	RESPONSE BY BIDDER
<p>Experts to have minimum combined 20 years' experience in Pacific Islands (experience in Fiji would be an added advantage), in (i) climatology, hydrology and watershed/coastal engineering; (ii) land use conservation and management, water resources management; (iii) socio-economic competencies.</p>	
<p>Experts to have minimum combined 20 years' experience in Pacific Islands (experience in Fiji would be an added advantage), in (i) climatology, hydrology and watershed/coastal engineering; (ii) land use conservation and management, water resources management; (iii) socio-economic competencies.</p>	
<p>Excellent verbal and written communication skills in English, evidence of minimum 10 years' experience conveying complex technical information to a non-technical audience, and clear evidence of involvement in minimum 3 projects using participatory consultative approaches in Pacific Islands.</p>	
<p>Short technical proposal (maximum 2,000 words) outlining the approach to be used to deliver this consultancy, the special skills and experience the team would bring, and the number of days to be spent on site in Labasa, Fiji, by each consultant.</p>	

ANNEX V
FINANCIAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP): RFP 20/045
Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji

Part A: Declaration

1. The undersigned contractor proposes and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, contractor represents that; he/she has examined all the RFP documents to provide professional services to prepare a Consultancy to prepare an integrated watershed management plan for the Soasoa drainage catchment, Labasa, Vanua Levu, Fiji.
3. Contractor agrees to complete the services for the following price (VIP) per month:

Particulars	Amount (EURO)
Fees (daily rate for each consultant)	
Travel related costs (air travel, local travel in Fiji, accommodation and meal costs)	
Any other costs, e.g. printing, communications*	
Total financial offer (inclusive of all taxes)	
*Invitations and costs for the Consultation and Mapping workshop (Outputs 4 and 8) will be arranged and paid separately by the project.	

Print name and sign

Date

Title _____

ANNEX VI
SPC General Terms and Conditions for Contract for Professional Services

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.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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.

The contractor shall not discriminate against any person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

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

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions 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

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 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. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

9.1 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.

9.2 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.

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

10. 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.

11. 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.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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. 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 in compliance with the requirements of the applicable law. . In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

13. 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.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 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.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. 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. 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 Article, 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.

15.3 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 Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

1.1 Either party may terminate this contract for cause, in whole or in part, with thirty days' written notice to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

1.2 SPC reserves the right to terminate without cause this Contract, at any time with fifteen 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.

1.3 In the event of any termination by SPC under this Article, 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.

1.4 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.

17. SETTLEMENT OF DISPUTES

17.1 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.

17.2 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.

18. 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, including its subsidiary organs.

19. TAX EXEMPTION

19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, 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.

19.2 Accordingly, 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.

20. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

20.1 CHILD LABOUR

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, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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.

20.2 HUMAN RIGHTS

The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

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.

20.3 GENDER EQUALITY AND SOCIAL INCLUSION

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

20.4 ENVIRONMENTAL RESPONSIBILITY

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

21. 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.

22. 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.

