REQUEST FOR PROPOSAL

RFP No: 21/009

DATE: 19/01/2021

SUBJECT: Supply and Delivery of a Water Tanker Truck and all its accessories to Funafuti, Tuvalu

You are requested to submit a comprehensive proposal for the above consultancy 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 bidder
Annex II: Scope of Work and Specification
Annex III: Proposal submission form
Annex IV: Technical submission form
Annex V: Financial Proposal submission form

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
ANNEX I

INSTRUCTIONS TO BIDDERS

Supply and Delivery of Water Tanker Truck and its accessories to Funafuti, Tuvalu
RFP 21/009

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 (inclusive of the sheet named Detailed technical sheet)
   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 22nd February 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 case, the interpreted document will be used for processing an evaluation purpose.

1.4. All prices in the proposals must be presented in Euro 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 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 & Part B.

   c) The electronic submission procedures shall be:

      i) Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject.

      ii) Send in a second e-mail 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 “RFP21/009 Supply and Delivery of a water truck and its accessories to Funafuti, Tuvalu” or sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP 21/009
Private Mail Bag
Suva – FIJI

Or

Hand Delivered to Request for Proposal Box situated at:
Pacific Community (SPC) Office
Procurement Unit
Nabua, Suva, Fiji

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>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for seeking</td>
<td>15th February 2021</td>
</tr>
<tr>
<td>clarification from SPC</td>
<td>4pm</td>
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<tr>
<td>Deadline for the submission</td>
<td>22nd February 2021</td>
</tr>
<tr>
<td>of tenders</td>
<td>4.00pm (Fiji Time)</td>
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<tr>
<td>Notification of award to the</td>
<td>19th March 2021</td>
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<tr>
<td>successful bidder</td>
<td>TBC</td>
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<tr>
<td>Signing of contract</td>
<td>22nd March 2021</td>
</tr>
<tr>
<td></td>
<td>TBC</td>
</tr>
</tbody>
</table>

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 cost 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.


For contact details – Website: www.spc.int Email: spc@spc.int
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 on 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 procedures 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. 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 clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is 15th February 2021.

3.7.2. Any prospective tenders 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. Withdrawals 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 the Secretariat prior to the deadline prescribed for submission of Proposals. The bidder’s withdrawal notice shall be sent to the 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 tender for a further period of 60 days following receipt of the notification that he 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 Tender Committee after the closing of the Tender.

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 Tender 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. Arithmetical errors will be rectified on the following basis:

8.3.1. 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.

8.3.2. If there is a discrepancy between words and figures, the amount in words will prevail.

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 and Technical Specifications and standards. 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:

The technical portion of the proposal will be evaluated using the following criteria:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Score</th>
<th>Weight (%)</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>70</td>
</tr>
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<td>Quality and Origin of the Water Tanker Truck and its accessories</td>
<td></td>
<td>10%</td>
<td>70</td>
</tr>
<tr>
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<td>Risk Mitigation Measures</td>
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<td>34%</td>
<td>238</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td>100%</td>
<td>700</td>
</tr>
</tbody>
</table>
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. The lowest financial proposal will be awarded maximum 300 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:

\[
\text{Financial Proposal score} = \frac{\text{Lowest Price}}{\text{Price under consideration}} \times 300
\]

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 of 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 estimated number of working days against fee per day 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 of Services and Technical Specifications and Standards with due consideration to SPC 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 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 SPC.
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, you can email 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 behaviour negatively impacted on your bid
- copies of any documents supporting your grounds for protest
- the relief that is sought

10.3. Your protest will be recorded and will be acknowledged promptly. You 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 your protest.

10.4. Your protest will be received in good faith and will not impact your involvement in future bids.
PART A: BACKGROUND

1. GENERAL OVERVIEW

1.1. Context

In Tuvalu, the primary water source is from rainwater catchment systems, while in the capital, Funafuti, desalination systems are also important. Groundwater is classified non-potable in most islands due to high salinity levels and pollution mostly from improper sanitation systems and livestock waste. 60% of the population reside in the capital island Funafuti. Tuvalu is highly vulnerable to climate variations and a two–week period without rain would see a depleted water supply especially for households dependent on rainwater catchment systems. Improving water security, including supply and access is a high priority for the Government of Tuvalu.

Under Output 3 of the Global Climate Change Alliance (GCCA+) Scaling Up Pacific Adaptation (SUPA), the government of Tuvalu has selected water as their focus sector. The overall objective is to strengthen water security in Funafuti Island communities through the improvement of water catchment and access to water. The specific objective is improved supply, storage and distribution of potable water to communities and schools in Funafuti Island. The four key results areas are: (1) Purchase of portable, solar powered, desalination plant; (2) Refurbish and maintain water systems in the SDA High School and Nauti Primary School in Funafuti; (3) Procurement of a 10,000 litre drinking water tanker truck; and (4) National coordination of the project activities.

The project will scale up previous efforts on water supply and access in Funafuti and lessons learnt from other water security projects relating to desalination units, water systems maintenance and water supply implemented in Funafuti and the outer islands of Tuvalu will be applied in the GCCA+SUPA project.

Water supply and delivery is especially critical in times of drought. During dry periods, freshwater supplied from rainwater harvesting systems at the households are depleted and the need for back up water supply rises tremendously. Back up water supply comes from desalination plants and large communal water cisterns. During water shortages, water from the desalination plants and water cisterns are delivered to the households and communities in water trucks.

Tuvalu presently has one 10,000 litre drinking water tanker truck operated by the Public Works Department in Funafuti for delivery services in Funafuti. The services of the water truck include the transportation of water from the desalination plants to the water cisterns, and from the cisterns to households, schools, the hospital, government offices, community buildings etc. The existing single water truck is insufficient to meet the freshwater delivery demand on the island, particularly in times of drought.

The Government of Tuvalu has requested for the purchase of a 10,000 litre drinking water tanker (truck) to scale up and improve the essential delivery of water to communities. The water truck will be operated and maintained by the Public Works Department in Funafuti.
Lessons learnt from other water security projects relating to desalination units, water systems maintenance and water supply implemented in Funafuti and the outer islands of Tuvalu will be applied in the GCCA+SUPA. The project overall will directly benefit 6,716 people (in Funafuti Island) and indirectly benefit 3,929 in Tuvalu.
PART B: TENDER SPECIFICATION

1. Preliminary and General

Tenders must include the following provisions in the Tender Price to:

a) Source, assemble, pack, label and deliver the drinking water tanker truck and all other truck related products/accessories to Funafuti, Tuvalu.

b) The water tanker truck shall be loaded as per agreed schedule and clearly labelled.

c) Arrange and pay all costs, whether direct or indirect, associated with the sourcing, loading and delivery to main wharf in Funafuti, Tuvalu.

d) Update the GCCA+ SUPA Project Manager on the delivery schedule particularly on the arrival of the water truck to Funafuti, Tuvalu.

The drinking water tanker truck is to be delivered to the Main Wharf of Funafuti, Tuvalu at the earliest available opportunity and with the shortest lead-time. When the water tanker truck is delivered, it will be inspected and cleared by the Director of Public Works onsite or alternative nominated GCCA+ SUPA Project representative onsite.

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

The supplier will also be expected to provide a short report to the GCCA+ SUPA Project Manager together with the Bill of Ladings (BOL) and full commercial invoice immediately after the boat has departed from the source port to Funafuti, Tuvalu. The report shall include a full detailed list of the drinking water tanker truck and all accessories to be delivered to Funafuti, Tuvalu. The GCCA+ SUPA team will send the report, BOL and commercial invoice to the Director of Public Works (SPC representative in Funafuti, Tuvalu) for checking and signing off upon satisfaction and after full inspection on the new water tanker truck upon arrival to main wharf Funafuti, Tuvalu.

The supplier will also be expected to provide a short Completion Report to the GCCA+ SUPA Project Manager following full delivery of the vehicle. The Report will give details of the delivery to Funafuti main wharf including any issues and challenges faced with maintenance and service plans of the truck certifying that the truck has been delivered in acceptable condition as per the expectation of the client which will need to be signed off by Director of Public Works onsite.

The bidder should also ensure that they provide an after-sales service centre and genuine back up parts for the truck proposed or appoint an agent in Funafuti, Tuvalu to provide these services.

2. Water Truck Specification

Bidders are invited to provide quotation for a Drinking Water Tanker Truck to be used by the Public Works Department in Funafuti for delivery services in Funafuti including the transportation of water from the desalination plants to the water cisterns, and from the cisterns to households, schools, the hospital, government offices, community buildings etc. Bidders may provide a quotation responding to the following water truck specifications:
### Specifications

#### 10,000 L Water Delivery Truck

**Condition:** Brand New

**Brand:** Hino, Toyota, Isuzu or Nissan

**Year:** 2019 and upwards

**Drive:** Right Hand Drive

**Fuel:** Diesel

**Tyre:** 9.00 - 20

**No. of Tyres:** 10

### Tank

- **Material:** Stainless Steel
- **Shell Body:** 4mm thickness
- **Head:** 5mm thickness
- **Tank Shape:** Ellipse
- **Capacity:** Full capacity 10,000L
- **Shell Finish:** Shot blasted with 1 anti-rust, 1 base coat and 1 finishing coat.

### Tank Accessories

- **Ladder:** Stainless Steel ladder fixed at the rear of tank
- **Walkway Platform:** It fixed on the top of tank with anti-skid surface treatment
- **Handrail:** No
- **Fire Extinguisher Housing:** 2 units, suitable for 4kg’s fire extinguisher
- **Pump Device:** Yes, also need to include 1 self-priming water pump for spare, and pump spare parts
- **Flow Meter:** Yes
- **Tool Box:** Small Box
- **Water hose to transfer water to consumer:** 3” with coupling (2 males and 2 females) and 50meter long
PART C: DELIVERY SPECIFICATION

1. The bidder is required to deliver the drinking water tanker truck to the main wharf of Funafutti, Tuvalu. The drinking water tanker truck when it arrives Funafutti, shall be inspected and signed off by the Water and Sanitation Engineer and Acting Director of Public Works onsite. The Government of Tuvalu will be responsible for the custom 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) or a penalty fee of 5% of the total cost of the supplies will be incurred on a daily basis for the delays. After 30 days of delay, SPC reserves the right to cancel the 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 Funafutti, Tuvalu. All Proposal costs (Annex III) as part of the submission should be inclusive of any or all applicable taxes and customs duties. Before signing of contract, the shipping schedules, including ETD from country of supply and ETA to final destination should be submitted to GCCA SUPA + Project Manager for approval.

6. The water tanker truck shall be transported in a proper manner to prevent any transportation related damage and delivered in the condition as per expectation of the client. It is the responsibility of the supplier ensure that water tanker truck is insured until such time the delivery is cleared and accepted by the receiver of the shipment. The supplier to indicate all the risks that will associate with the supply works, and how to mitigate the risks.

7. The Bidder will be responsible for settling any transportation-related damage claims and will be responsible for replacing the damaged water truck/ parts or accessories, at the request of SPC in a timely manner. The supplier should cover the marine insurance as well.

PART D: INSTITUTIONAL ARRANGEMENT

1. The supplier will directly be responsible to the GCCA SUPA + Project Manager for the delivery of services in line with the specifications mentioned in part B and C above. The supplier needs to meet Tuvalu biosecurity and quarantine requirements for the vehicle.

2. The supplier shall keep the GCCA+ SUPA project informed on each stages of the delivery process. Once the vehicle leaves the country of supply, the supplier should immediately submit the export invoice, Bill of Lading and marine insurance.

3. The supplier is expected to work with Water and Sanitation Engineer and Acting Director of Public Works in assisting with the clearance from Funafutti port and during inspection of equipment.


Country office: Honiara, Solomon Islands.

For contact details – Website: www.spc.int   Email: spc@spc.int
PART E: EVALUATION CRITERIA

1. **Compliance**

   The supplier must comply with SPC terms and conditions.

   By submitting a bid and signing a contract, the Bidder accepts responsibility for the supply and delivery of the water tanker truck and other accessories and ensures that everything met the standard mentioned in the specification.

2. **Handling, Commissioning, Operation and Maintenance Procedures**

   The supplier shall provide a complete set of handling, commissioning, operation and maintenance procedures in both electronic and hard copy form.

3. **Quality and Origin of the Equipment**

   All equipment, components, and various accessories supplied and delivered must be brand new and high quality manufactured. Once the contract is signed, the Supplier is not allowed to change any in the submitted specification without the formal authorisation of the Contracting Authority.

   The supplier should supply the water tanker truck as mentioned in the specification.

4. **Equipment Warranties**

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

   The Performance Warranty for the water tanker truck be at least 10 years. The warranty time will be at least 5 years for the truck accessories.

   These warranties must be transferable to the Public Works Department, Tuvalu, since SPC will not be the eventual owner of the water truck.

5. **Delivery Schedule and Critical Path Activities**

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

   i. Lump Sum Price in Euro
   ii. Payment Terms, Conditions and Price Validity
   iii. Delivery Programme, including delivery Time from date of notice of award

   Schedule of Payment Claims. refer to ANNEX II, Part E, No. 8

6. **Risks/Mitigation Measures**

   Ability to identify potential risks on supplying and delivering of the water tanker truck as well as their quality. Effective measures are outlined which would be put in place to mitigate these risks.

7. **Organisational Background - Relevant Skills and Past Performance**

   Detailed evidence of the Bidder’s relevant experience must also be submitted:

   • Bidders shall provide details of two supply works that demonstrate their track record in completing works similar to this Proposal. The supplied contracts must have been completed or substantially completed within the last 5 years.

8. **Characteristics and specification of the water tanker truck and all its accessories**

   - Refer to Annex 2, Part B. 2 - Tender Specification
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<thead>
<tr>
<th>Item</th>
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<td>Characteristics/ Specification of the Water Tanker Truck and its Accessories</td>
<td>34%</td>
<td>238</td>
</tr>
</tbody>
</table>

**Grand Total** 100% 700
Refer to Scope and Bid Price and Indicative Schedule of Payments:

<table>
<thead>
<tr>
<th>Milestone/Outputs</th>
<th>Deadline</th>
<th>% Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signing of contract and submission of Shipping’s Bill of Lading, export invoice and other required documents</td>
<td>TBC</td>
<td>50%</td>
</tr>
<tr>
<td>Confirmation that the specified water truck has been received at Tuvalu main Port, and it is in good condition</td>
<td>TBC</td>
<td>50%</td>
</tr>
</tbody>
</table>
ANNEX III
PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 21/009 - Supply and Delivery of a Water Tanker Truck and all its accessories to Funafuti, Tuvalu

**RFP 21/009 – Supply and Delivery of a Drinking Water Tanker (Truck) and all its accessories to Funafuti, Tuvalu.**

Pacific Community (SPC)
Procurement Unit
Private Mail Bag
Suva – FIJI
Email: 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 equipment, delivery, handling of all materials, guarantee for all products listed as per requirements and all other items described or mentioned or reasonably to be inferred from the specifications and drawings 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 lodgement 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.

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.

Date this __________ day of __________, 2021

<table>
<thead>
<tr>
<th>Firm/Institution:</th>
<th>Signature of Witness:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Representative:</th>
<th>Address of Witness:</th>
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<tbody>
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<table>
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<tr>
<th>Position of Representative:</th>
<th>Signature of Representative:</th>
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**PART A – Firm/Institution Background**

<table>
<thead>
<tr>
<th>Registered Name:</th>
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</thead>
<tbody>
<tr>
<td>Year Established:</td>
<td></td>
</tr>
<tr>
<td>Physical Address:</td>
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<tr>
<td>Postal Address:</td>
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<tr>
<td>Telephone Contact:</td>
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<td>Fax Number:</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Position of Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Number of Employees:</td>
<td></td>
</tr>
</tbody>
</table>

**Firm/Institutional experience on Supply and Delivery of a Water Tanker Truck including past experiences. Please provide two contacts of referees/references of past similar projects conducted. Attach additional details as applicable.**

| 1. |  |
| 2. |  |

---

Country office: Honiara, Solomon Islands.
For contact details – Website: www.spc.int  Email: spc@spc.int
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responses By Bidder Confirming Expertise, Experience, Ability, Technical Skills And Resources To Provide Professional Services To SPC (please provide documentation to support your proposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Handling, Commissioning, Operation and Maintenance</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Quality and Origin of the Water Tanker Truck and its accessories</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Water Tanker Truck &amp; Accessories Warranties</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Delivery Schedule and Critical Path Activities</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Risk/ Mitigation Measures</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Relevant Skills and Past Performance</td>
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</tr>
<tr>
<td>8</td>
<td>Characteristics/ Specification of the Water Tanker Truck and its Accessories</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX V
FINANCIAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: RFP 21/009
Supply and Delivery of a Water Tanker Truck and all its accessories to Funafuti, Tuvalu

1. All costs indicated on the financial proposal should be in CIF inclusive of all applicable taxes.

2. The format shown below should be used in preparing the price schedule.

<table>
<thead>
<tr>
<th>Price Schedule Request for Proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount in Euro</td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Total Price (CIF)</td>
</tr>
<tr>
<td>Cost Exclusive of all duties and tax</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST

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]

__________________________________  ______________________
Name, Signature                        Date

Title______________________________
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 subcontractors, 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 subcontractors.

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, subcontractors, 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:


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.