



REQUEST FOR PROPOSAL

RFP No: RFP 21-077

DATE: 30/04/2021

SUBJECT: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

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

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

- Annex I:** Instructions to bidders
- Annex II:** Specifications of Goods
- Annex III:** Proposal submission form
- Annex IV:** Technical Proposal submission form
- Annex V:** Performance Security Form
- Annex VI:** Financial Proposal submission form
- Annex VII:** Due Diligence Questionnaire
- Annex VIII:** Declaration of Interest
- Annex IX:** SPC General Conditions of Contract for Supply

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

Yours Sincerely,

Manager- Procurement, Grant, Risk & Assets



ANNEX I

INSTRUCTIONS TO BIDDERS

RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

1. Submission of Proposals

1.1. Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical Proposal submission form
- c. Annex V: Performance security form
- d. Annex VI: Financial Proposal submission form
- e. Annex VII: Due Diligence Questionnaire
- f. Annex VIII: Declaration of Interest

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below **on or before 11 June 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 must be in two separate sealed envelopes as follows:

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

1.6. Proposals must be emailed to procurement@spc.int with the heading "**RFP 21-077- Supply and delivery of a RO plant, accessories and training to Funafuti, Tuvalu**" (refer 1.5) or hand delivered to Request for Proposal Box situated at:

Pacific Community (SPC) Office
Procurement Unit
Nabua, Suva, Fiji



- 1.7.** For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the bidder.
- 1.8.** Any Proposal received by the SPC after the deadline for submission of proposals, will be rejected.
- 1.9.** Bidders must insist on an acknowledgment receipt for Proposals delivered to the Request for Proposal Box.
- 1.10** 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

- 2.1** The timeline and due dates for the tender is provided in Table 1 below.

Table 1: RFP timeline and due dates

	Date	Time
Deadline for seeking clarification from SPC	20 May 2021	4pm Fiji Time
Deadline for the submission of Proposal	11 June 2021	4pm Fiji Time

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 document or to submit a proposal substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2.** The bidder shall bear all costs associated with preparing and submitting a proposal, including costs relating to contract award. SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 3.3.** Bidders must familiarise themselves with local conditions and take these into account when preparing their proposal. It is the bidder's responsibility to obtain information on the assignment, technical requirements, and local conditions.
- 3.4.** By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedure whatever his own conditions of sale may be, which he hereby waives.
- 3.5.** Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.



3.6. If the Procurement Committee requests further information, the bidder may be requested to provide additional information relating to their submitted proposal.

3.7. The submitted proposal must be for the entirety of the Specification of Goods and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarification on any issues relating to this RFP in writing to the following email address procurement@spc.int only. Any attempt of communication with SPC, other than through this email address, may result in the disqualification of the bidder concerned. The deadline for seeking clarification on the RFP is **20 May 2021**.

3.7.2. Any prospective bidders seeking to arrange individual meetings with SPC during the RFP period may be excluded from the bidding procedure.

3.7.3. No clarification meeting / site visit is planned.

4. One proposal per bidder

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

5. Withdrawal of proposals

5.1. The bidder may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of proposals. The bidder's withdrawal notice should be sent to the following email address procurement@spc.int.

5.2. No proposal may be modified after the deadline for submission of proposals.

5.3. No proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of proposals

6.1. Bidders shall be bound by their proposal for a period of 120 days from the deadline for submission of proposals.

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

7. Modifications to proposals



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

8. Opening and evaluation of proposals

- 8.1.** The proposals will be opened in the presence of the Bids Opening Committee after the closing of the RFP.
- 8.2.** To assist in the examination, evaluation and comparison of proposals, SPC may at its discretion, ask the bidder for clarification of its proposal. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.
- 8.3.** The Procurement Committee will carry out a preliminary examination of the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.
- 8.4.** A two-stage procedure will be utilised to evaluate the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Specification of Goods (Annex II). The table below reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the items in the overall evaluation process.
- 8.5.** The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria:

Evaluation Criteria	Score Weight (%)	Points Obtainable
Organisational Background		
Organisational background - Relevant skills and past performance	10%	70
Experience with provision of RO training in Pacific Islands	10%	70
Technical Requirement		
Handling, commissioning, operation and maintenance	10%	70
Quality and origin of the RO plant and its accessories	10%	70
Warranties for RO plant & accessories	6%	42
Delivery schedule and critical path activities	10%	70
Risk/mitigation measures	10%	70
Characteristics/specification of the RO plant and its accessories	24%	168



Compliance		
Compliance with all the requirements of the RFP	10%	70
Total Score	100%	700
Minimum Qualification Score	70%	490

8.6. The financial proposal will be opened only for bidders that passed the minimum qualification score of 490points (70%). This RFP is funded under a specific project budget and the **maximum funding envelope available for this RFP is EUR 215,000.**

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

8.8. The financial component of the proposal will be scored based on overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded the maximum 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:

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

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

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

9. Award of contract

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

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



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

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

10. Bidder Protest

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

10.2. To lodge a protest, the bidder must email the allegations to complaints@spc.int. The email will need to include:

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

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

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

11. Privacy notice

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

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



ANNEX II

SPECIFICATIONS OF GOODS

RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

Project Title: Global Climate Change Alliance Plus – Scaling Up Pacific Adaptation (GCCA+SUPA) Project

A. Project Description

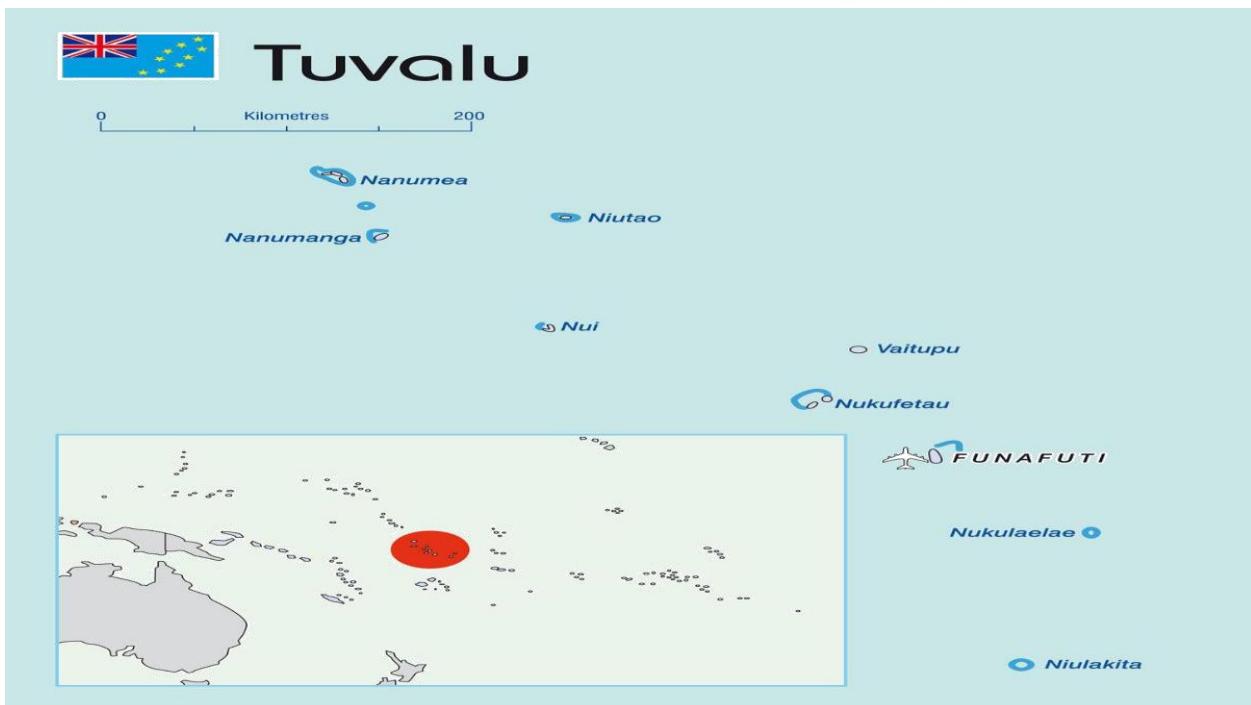
In Tuvalu, the primary water source is from rainwater catchment systems, while in the capital island, Funafuti, desalination systems are also important. Groundwater is classified non-potable in most islands due to high salinity levels and pollution mostly from improper sanitation systems and livestock 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.

Tuvalu recognizes Reverse Osmosis (RO) or desalination technology as a priority need to address water scarcity in the country. As such, Tuvalu since the late 1990s has depended on RO units to supply freshwater for its communities. With the groundwater classified as non-potable in most islands, freshwater supply is scarce in Tuvalu. RO units were initially introduced as a back-up supply system for freshwater, particularly in times of dry spells. However, this has changed, and RO units have now become a primary source of freshwater supply for communities, schools and government facilities. Desalinated water is transported to water storage systems such as community cisterns and rainwater tanks via a water truck.

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 project overall will directly benefit 6,716 people (in Funafuti Island) and indirectly benefit an additional 3,929 people.

The project will scale up previous efforts on water supply and access in Funafuti and the outer islands, 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.

This RFP is for the supply of (i) a portable, solar powered, 20m3/day desalination plant and all accessories; (ii) an additional generator, which is required for the occasions when the plant is to be deployed to outer islands for a short period of time and it is not feasible to install the solar power component; and (iii) oversight of the installation and commissioning of the desalination plant in Tuvalu and the provision of training to technical staff in Tuvalu.



Map 1: Map of Tuvalu



Map 2: Map of Funafuti



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 RO Plant, solar powered accessories, generator (alternative power source for outer islands) and all other RO related products/accessories to Funafuti, Tuvalu.
- b) The RO Plant 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 RO Plant in Funafuti, Tuvalu.
- e) Supply a qualified and experienced technician to provide oversight of the installation and commissioning and conduct a 10-day training in installation/operation/maintenance of the solar powered desalination unit in Funafuti to selected staff from the Public Works Department and other agencies.

The solar powered drinking RO Plant, accessories and generator is to be delivered to the Main Wharf of Funafuti, Tuvalu at the earliest available opportunity and with the shortest lead-time. When the drinking water RO Plant is delivered, it will be inspected and cleared by the Acting Director of Public Works or alternative nominated SPC representative onsite.

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

The bidder will be expected to provide a short report to the GCCA+ SUPA Project Manager together with the Bill of Ladings (BOL) and full commercial invoice immediately after the boat has departed from the source port for Funafuti, Tuvalu. The report shall include a full detailed list of the drinking RO Plant, solar power units, generator and all accessories to be delivered to Funafuti, Tuvalu. The GCCA+ SUPA team will send the report, BOL and commercial invoice to the Acting Director of Public Works or alternative nominated SPC representative onsite for checking and signing off upon satisfaction and after full inspection of all materials upon arrival to the main wharf Funafuti, Tuvalu.

The bidder will also be expected to provide a short Completion Report to the GCCA+ SUPA Project Manager following full delivery of the RO Plant and all materials. The Report will give details of the delivery to Funafuti main wharf certifying that the RO Plant has been delivered in acceptable condition as per the expectation of the client which will need to be signed off by Acting Director of Public Works or alternative nominated SPC representative onsite.

The bidder will also provide a short Training Completion Report to the GCCA+ SUPA Project Manager following the installation, commissioning and training in Tuvalu.

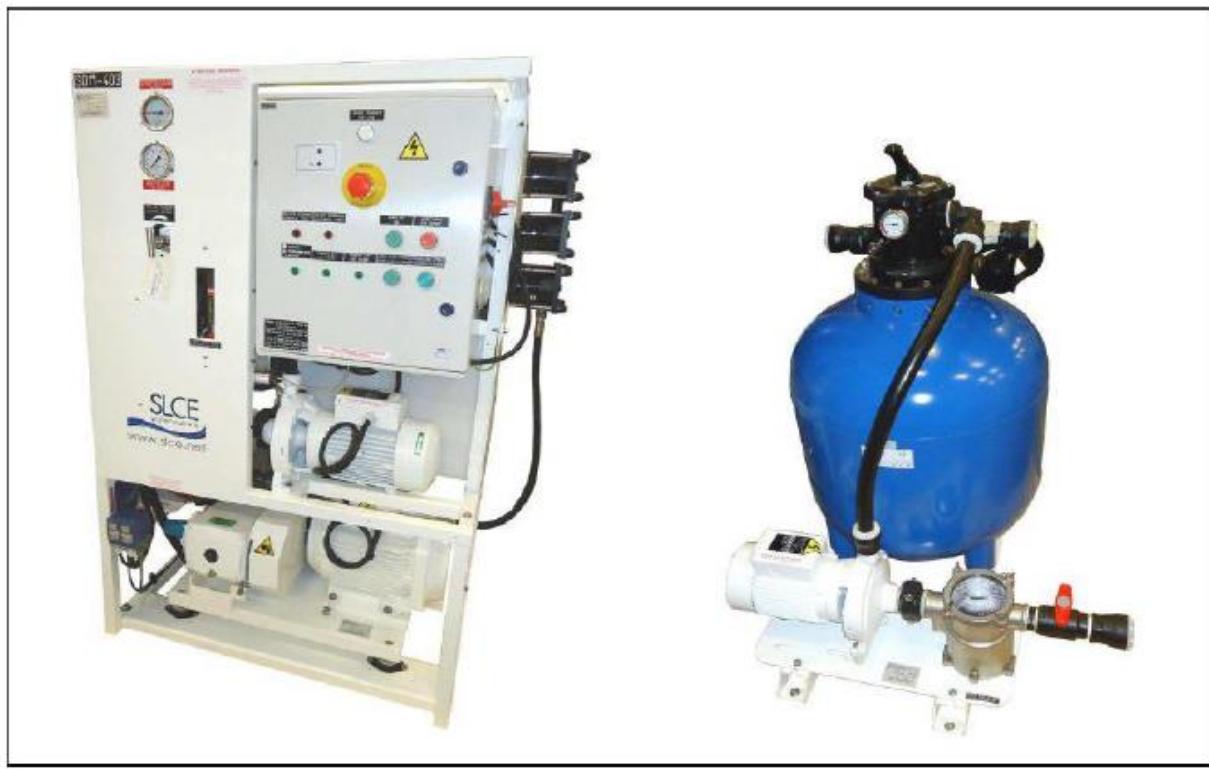
The bidder should also ensure that they provide an after-sales service centre and genuine back up parts for the RO Plant proposed or appoint an agent in Funafuti, Tuvalu to provide these services.

2. Specifications for the Solar Powered Reverse Osmosis (RO) plant, generator and the provision of training in Funafuti

Bidders are invited to provide a quotation for the provision of a Solar Powered drinking water RO Plant, accessories, generator (alternative power source for outer islands) and installation and



commissioning together with the provision of training in installation/operation/maintenance. The plant to be used by the Public Works Department in Funafuti to generate more clean drinking water in Funafuti, and, where necessary, to be deployed to outer islands during times of water shortages.



A typical 20,000L/day RO Plant

i. Scope of supply

The RO plant is composed of:

- one "Sand filter module" including the sand filter itself, but also the booster pump and its coarse strainer.
- one "Main skid" including all the components and circuits, as well as the control and checking devices.
- one neutralit filter, finishing the treatment of the water. The plant is driven by an automatic electric box which controls all functions of the plant: automatic or manual start and stop, control of the operating cycle, safeties, quality of the product water, automatic flushing of the membranes.
- one Generator 88KVA (alternative power source for outer islands) to power the 20m3/day RO plant.
- one full solar powered system for the 20m3/day RO plant, including all equipment such as solar panel, battery, converter, support and all necessary equipment. The system should be able to supply energy even if there is no sun for 2 days.
- The supplier will provide documents confirming the Factory Acceptance Test (FAT)



ii. Description of the 20m3/day RO components

BOOSTER PUMP

type: centrifugal single stage
housing: marine bronze GCuSn10 UNI7013
shaft: SS316L
speed: 2900 RPM/50HZ - 3500 RPM/60HZ
flow SD21: 2.7 m3/h under 3.5 bar
electric motor: coupled IP54 class F
voltage: 380-400/3/50 or connected electric power 1.1 Kw

CLEANING PUMP

type: centrifugal single stage
housing: marine bronze GCuSn10 UNI7013
shaft: SS316L
speed: 2900 RPM/50HZ - 3500 RPM/60HZ
electric motor: coupled IP54 class F
voltage: 380-400/3/50
flow: SD21: 2.7 m3/h under 3 bar
connected electric power 0.75 kW

MULTIMEDIA FILTER

Qty: 1
Internal coating: polyester fibreglass reinforced max. operating pressure bar
media: gravel/sand 50 kg / 100 kg

5µ FILTER

Qty: 1
type of filtering elements wired polypro – height 20”

20µ FILTER

Qty: 1
type of filtering elements wired polypro – height 20”

HP PUMP

type: positive displacement 3 cylinders
cylinder head: SS316
valves/springs: SS316
pistons: 3 ceramic plungers
accessories: captive acceleration tube & dampener
nominal flow: SD21: 540 RPM – 2.7 m3/h

ELECTRIC MOTOR

type: asynchronous 4 poles



voltage: 380-400/3/50

class: F

water tightness: IP55

connected power: SD21: 7.5 kW (50Hz)–9 kW (60Hz)

MEMBRANES

type: FILMTEC TFC30-SW30-4040 or equal

operating pressure: maxi 69 bar

operating temperature: maxi. 45°C

water turbidity maxi: 1NTU

SDI maxi: 5

max free Cl₂: < 0.1 ppm

pH tolerance: 2 to 11

PRESSURE VALVE

type: manual needle valve

material: Stainless Steel (SS316L)

BY-PASS VALVE

type: motorized ball valve

material: GRPP

power supply: 24V or 220V

LP PIPES

pipes: PEHD

fittings: PP with O-rings max operating pressure 6 bar

sections: DN 15 to DN 32 according to circuits

HP PIPES

flexible hoses: according to SAE100R7

waterproof: Joint Industry Council (JIC) standard

fittings: Stainless Steel (316L)

PRESSURE GAUGE

body: SS304, filled with glycerin fittings and mechanism SS316L

class: 1.6

FLOWMETER

Qty: 1

type: ludion

material: trogamid/ludion PP

SALINITY INDICATOR

power supply: 24 V



display: light-emitting diode (LED)

cell: made of polyethylene (PP) conductive

LP SWITCH

material: mechanism and fitting stainless steel (SS316L)

scale: from 0.4 to 4 bar

alarm level: 0.5 bar adjustable

HP SWITCH

material: mechanism and fitting stainless steel (SS316L)

scale: from 10 to 160 bar

alarm level: 65 bar adjustable

ELECTRIC BOX

Material: Glass Reinforced Polypropylene (GRPP)

lights: 24 V

FRAME

material: welded stainless steel

paint: epoxy polymerized

screws: Stainless Steel A2

SOLAR COMPONENTS

Full solar powered system for the 20m3/day RO plant, including all equipment such as solar panel, battery, converter, support and all necessary equipment. The system should be able to supply energy even if there is no sun for 2 days.

CONSUMABLES AND PARTS

Item	No. of units
Seawater 4-inch membrane	4
Level switch	3
Plunger pump with motor	3
Cartridge filter	3
Anodes	3
RO controller	3
Identify source of supply for spare parts	

iii. Generator

GENERATOR

88 KVA to power the 20m3/day RO plant

Fuel: Diesel



iv. Factory Acceptance Test (FAT)

A full factory acceptance test at the factory prior to shipping. Supplier to supply a full factory test report in English with signatures of relevant authorities

v. Installation and commissioning of the plant and provision of training in installation /operation / maintenance of the solar powered desalination unit in Funafuti

Bidders are requested to provide the bids for both of the following two options:

OPTION 1: Install and commission the plant and conduct 10-day training in Funafuti, with COVID-19 travel restrictions in place. (This option should include time spent in quarantine in Fiji, Tuvalu and point of origin).

Provision of 10-day training to water technicians in:

- Installation and commissioning of the RO unit and solar powered system in Funafuti
- Operation and standard procedures
- Troubleshooting
- Standard maintenance
- Provision of manuals, checklist, videos covering installation, operation and maintenance
- Preparation of shot report including agenda for the training, list of participants, and main activities.

OPTION 2: Install and commission the plant and conduct 10-day training in Funafuti, Tuvalu with no travel restrictions in place.

Provision of 10-day training to water technicians in:

- Installation and commissioning of the RO unit and solar powered system in Funafuti
- Operation and standard procedures
- Troubleshooting
- Standard maintenance
- Provision of manuals, checklist, videos covering installation, operation and maintenance
- Preparation of shot report including agenda for the training, list of participants, and main activities.

vi. Summary of all major components and training to be provided by supplier

ITEM	SUMMARY OF ALL MAJOR COMPONENTS TO BE SUPPLIED BY BIDDER	QUANTITY
1	Reverse Osmosis (RO) equipment fully loaded with a nominal capacity of 20,000 L/day	1
2	Consumables for 1000 hours operation	1
3	Preventive maintenance: Spare Parts for 2 years	1
4	Full solar powered system for the 20m3/day RO plant, including all equipment such as solar panel, battery, converter, support and all necessary equipment. The system should be able to supply energy even if there is no sun for 2 days.	1
5	Factory Acceptance Test (FAT)	1



ITEM	SUMMARY OF ALL MAJOR COMPONENTS TO BE SUPPLIED BY BIDDER	QUANTITY
6	Installation and commissioning of the RO plant and provision of training in installation /operation / maintenance of the RO plant and the solar powered system in Funafuti, Tuvalu	1
7	Generator (alternative power source for outer islands) 88 KVA to power the 20m3/day RO plant, with spare parts for one year	1

C. Delivery specification

1. The bidder is required to deliver the solar powered RO Plant, accessories and generator to the main wharf in Funafuti, Tuvalu. Upon arrival in Funafuti, the RO plants and all accessories shall be inspected and signed off by the Acting Director of Public Works or alternative nominated SPC representative 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. 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, RO accessories and generator are packaged and successfully transported to the main wharf in Funafuti, Tuvalu. All proposal costs (Annex VI) as part of the submission should be inclusive of any or all applicable taxes and customs duties en route. Before signing of contract, the shipping schedules, including ETD from country of supply and ETA at final destination should be submitted to the GCCA SUPA+ Project Manager for approval.
6. The solar powered RO Plant, accessories and generator 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 bidder ensure that RO Plant, solar powered system, generator and all other accessories are insured until such time the delivery is cleared and accepted by the receiver of the shipment. The bidder to indicate all the risks that are associated 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 RO Plant/ parts or accessories, at the request of SPC in a timely manner. The bidder must also provide marine insurance.
8. The bidder will be responsible for providing a schedule for the required installation and commissioning and the training in Funafuti. The schedule will have two parts, the first part of the schedule will show proposed dates for option 1 which includes quarantine arrangements. The second part will show a schedule for option 2, where quarantine is not a requirement.



D. Institutional arrangement

1. The bidder will be responsible directly to the GCCA+ SUPA Project Manager for the delivery of the goods and services in line with the specifications mentioned in part B and C above. The bidder must meet Tuvalu's biosecurity and quarantine requirements for the RO Plant. The bidder must meet other relevant Tuvalu's quarantine arrangement in the case of an overseas supplier.
2. The bidder shall keep the GCCA+ SUPA Project Manager informed on each stages of the delivery process and the schedule for training. Once the RO Plant leaves the country of supply, the bidder should immediately submit the export invoice, Bill of Lading and marine insurance.
3. The bidder is expected to work with the Acting Director of Public Works or alternative nominated SPC representative onsite in assisting with the clearance from Funafuti port during inspection of the RO Plant and its accessories, generator and during commissioning, installation and training.

E. Evaluation criteria

1. Organisational Background

a) Organisational Background - Relevant Skills and Past Performance

Detailed evidence of the bidder's relevant experience must 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.

b) Experience with provision of RO training in Pacific Islands

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 RO training similar to this Proposal. The supplied contracts must have been completed or substantially completed within the last 10 years.

2. Technical Requirement

1. a) Handling, Commissioning, Operation and Maintenance Procedures

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

b) Quality and Origin of the Equipment

The RO plant and its components and accessories, and the generator to be supplied and delivered must be brand new and of high-quality manufacture. Once the contract is signed, the successful bidder is not allowed to change any in the submitted specification without the formal authorisation of the Contracting Authority.

The bidder should supply the RO Plant as mentioned in the specification and state the point of manufacture of the components.

c) Equipment Warranties

For all supplied RO Plant and accessories, and the generator, the successful bidder will certify their high quality and conformity with norms and regulations in effect.

The Performance Warranty for the RO plant must be at least 10 years. The warranty must be at least 5 years for the plant accessories. The warranty for the generator must be at least 5 years.



The warranties must be transferable to the Public Works Department, Tuvalu, as SPC will not be the eventual owner of the RO Plant.

d) Delivery Schedule and Critical Path Activities

The successful 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 for Option 1 and Option 2
- ii. Payment terms, conditions, and price validity
- iii. Delivery schedule, including delivery time from date of notice of award

e) Risks/Mitigation Measures

Ability to identify potential risks for the supply and delivery of the solar powered RO Plant, accessories and generator, as well as their quality. Effective measures are to be outlined which would be put in place to mitigate these risks

f) Characteristics and specification of the RO Plant and all its accessories

Refer to Tender Specifications above (Annex II, Part B).

3. Compliance

The successful bidder must comply with SPC terms and conditions and fully complete all the required submission forms

By submitting a bid and signing a contract, the successful bidder accepts responsibility for the supply and delivery of the solar powered RO Plant and other accessories, generator and provision of commissioning, installation and training and will ensure that the standards in the specification are fully met.

Proposal Evaluation Matrix

Item	Evaluation Criteria	Score Weight (%)	Points Obtainable
Organisational Background			
1	Organisational background - Relevant skills and past performance	10%	70
2	Experience with provision of RO training in Pacific Islands	10%	70
Technical Requirement			
3	Handling, commissioning, operation and maintenance	10%	70
4	Quality and origin of the RO plant and its accessories	10%	70
5	Warranties for RO plant & accessories	6%	42
6	Delivery schedule and critical path activities	10%	70
7	Risk/mitigation measures	10%	70
8	Characteristics/specification of the RO plant and its accessories	24%	168
Compliance			
9	Compliance with all the requirements of the RFP	10%	70
Total Score		100%	700
Minimum Qualification Score		70%	490



Indicative Schedule of Payments

Milestone/Outputs	Deadline	% Payment
Signing of contract and submission of shipping bill of lading, export invoice and other required documents to SPC	TBC	50%
Confirmation that the specified solar powered RO plant, accessories and generator have been received at main port in Tuvalu, and all in good condition	TBC	30%
Report on the installation and commissioning and the training conducted in Funafuti	TBC	20%



ANNEX III

PROPOSAL SUBMISSION FORM

RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

Procurement Unit

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

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the 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.

Dated this _____ day of _____, 2021

Firm/Institution: _____ **Signature of Representative:** _____

Name of Representative: _____ **Position of Representative:** _____



ANNEX IV

TECHNICAL PROPOSAL SUBMISSION FORM

RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories, and training to Funafuti, Tuvalu

PART A – Organisational Background

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
<p>Firm/Institutional experience on <u>Supply and delivery of reverse osmosis</u> <u>(RO) plants and the provision of</u> <u>training,</u> including past experiences.</p> <p>Please provide contacts of two referees/references of similar past projects conducted. Attach additional details as applicable.</p>	<p>1.</p> <p>2.</p>
<p>Bidders shall provide details of two contracts that demonstrate their track record in RO training similar to this Proposal. The supplied contracts must have been completed or substantially completed within the last 10 years.</p>	<p>1.</p>



	2.
Legal registration of firm (Attach documentation)	

Part B: Technical Requirements

Evaluation Criteria	Response by bidder confirming expertise, experience, ability, technical skills and resources to provide supply and delivery of services to SPC (Please provide documentation to support your response)
Handling, commissioning, operation and maintenance	
Quality and origin of the RO plant and its accessories	
Warranties for RO plant & accessories	
Delivery schedule and critical path activities	
Risk/mitigation measures	



Bidders to outline a program for the 10-day on-site training to cover the different aspects: 1. RO plant – theory installation, operation and maintenance; 2. Solar power – theory installation, operation and maintenance.	
Characteristics/specification of the RO plant and its accessories.	<i>For this evaluation criteria please complete the table in Part C below</i>

Part C: Detailed technical specifications

Item	Technical specifications	Describe with detailed substantiation how the offered product meets each requirement
1	The RO Plant should be sufficient to produce pure drinking water capacity of 20,000 litres per day.	
2	Should have a minimum of 10 years warranty	
3	Material of construction is stainless steel	
SAND FILTER MODULE		
4	The system should have an intake valve. The valve enables isolation of the RO unit from the raw water feeding circuit.	
5	The system should have a coarse strainer to screen raw water and protect the LP pump.	
6	The system should have one booster pump.	
7	The system should have a check valve. The valve prevents any water coming	



Item	Technical specifications	Describe with detailed substantiation how the offered product meets each requirement
	back to the feeding circuit during rinsing and cleaning of the membrane.	
8	The system should have a gauge. The gauge indicates raw water pressure on the booster pump discharge pipe.	
9	The system should have a sand-filter-3-way valve. The valve enables the multimedia filter feeding in normal operating or at counter flow during the filter backwash.	
10	The system should have a multimedia filter. The filter helps with the first filtering of sea water between approx. 25 and 50µ. This filter can be backwashed.	
11	Material of construction is stainless steel	
MAIN SKID		
12	Should have a 20µ filter. The cartridges filter enables the raw water filtration at 20µ	
13	Should have a 5µ filter. This cartridges filter enables the raw water filtration at 5µ	
14	Should have a gauge. This gauge indicates raw water pressure on the HP suction pipe	
15	Should have a LP switch. The switch ensures automatic stopping of the unit if raw water is insufficient for the HP pump suction pipe	
16	should have 1 to 4 gauges to indicate seawater pressure at the HP pump discharge	
17	Should have 1 to 4 RO membranes	
18	Should have 1 to 4 sample valves	
19	Should have By-Pass-Valves, which enable HP circuit discharging during flushing, cleaning and rinsing of the membranes	
20	Should have a pressure regulating valve 1st stage - Manual needle valve ensuring frontal adjustment of the pressure operating unit in the freshwater production RO unit	



Item	Technical specifications	Describe with detailed substantiation how the offered product meets each requirement
21	Should have a cleaning valve. This manual valve enables connection of the RO unit main circuit to the membranes cleaning circuit	
22	Should have a cleaning tank. The tank to contain water used during flushing and rinsing of the membranes and to prepare chemical solutions during cleaning of the membranes.	
23	Should have a tank low level switch. The switch sends back tank draining information for the rinsing pump stopping.	
24	Should have a cleaning pump to ensure water or chemical solutions flow during the membranes flushing, cleaning and rinsing.	
25	Should have a cleaning system check valve. The check valve prevents accidental sea water return towards the rinsing system during the "normal operating" of the unit.	
26	Should have a HP switch. The switch ensures automatic stopping of the RO unit if over high pressure in the "Product Water" circuit.	
27	Should have a flowmeter to indicate flow of water produced by the unit.	
28	Should have a freshwater overflow switch. The switch sets off an alarm if the permeate exceeds the authorized maximum.	
29	Should have a freshwater salinity meter. The meter displays the water conductivity measures which is directly linked to its salinity.	
30	Should have a filling valve. The valve allows filling of the cleaning tank with water produced by the RO plant in order to make notably the membranes flushing	
31	Should have a freshwater distribution valve. The valve ensures the automatic discharge of produced fresh water when its salinity exceeds set-point value	



Item	Technical specifications	Describe with detailed substantiation how the offered product meets each requirement
32	Should have a check valve to prevent any accidental brine water coming back to the product water circuit	
33	Should have a valve that enables filling of the tank from the main network, when preparing the membranes cleaning solutions	
34	Material of construction is stainless steel	
ELECTRICAL BOX		
35	Should have an automatic starting up and stopping depending on the draining of the storage tank	
36	Should have a continuous control of the quality of the water produced and driving of the diversion valve.	
37	Should have a command of all safety and alarms including pressure, quality and electric overload	
38	Should have an automatic maintenance performed periodically, like membrane flushing	
39	The electric box should include the following for the manual operation of the RO unit: Description, main breaker, command contactors, safety contactors, breakers, PLC, 24 VDC transformer, conductivity meter with LED display, automatic relays.	
FULL SOLAR POWERED SYSTEM		
40	Should include all equipment such as: solar panel, battery, converter, support and all necessary equipment.	
41	The system should be able to supply energy even if there is no sun for 2 days	
42	Should have a minimum of 10 years warranty	
GENERATOR - for alternative power source		
43	88KVA minimum requires	
44	Should have a minimum of 5 years warranty	
45	Spare parts for at least one year	
FACTORY ACCEPTANCE TEST (FAT)		



Item	Technical specifications	Describe with detailed substantiation how the offered product meets each requirement
46	A full factory acceptance test at the factory prior to shipping. Supplier to supply a full factory test report in English with signatures of relevant authorities	
47	Provide clear photos	
CONSUMABLES AND PARTS FOR THE RO PLANT		
48	Should include all the following:	
	Sea water 4-inch membrane - 4 units	
	Level switch - 3 units	
	Plunge pump with motor - 3 units	
	Cartridge filter - 3 units	
	Anodes - 3 units	
	RO controller - 3 units	
	Source of supply for spare parts	



ANNEX V

PROPOSAL SECURITY FORM

Request for Proposal (RFP) no.: 21-077

Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

Bidders must provide a letter from their bank confirming willingness to issue the required Performance Security should their proposal be accepted. The bank's letter must use wording not materially different from that stated in italics below. **(1 page maximum)**

The performance security must be 10% or more of the total financial offer.

By submitting the bank's letter, bidders shall be deemed to grant SPC permission to seek a reference check as to the bidder's financial soundness from the bank.

*** **BANK LETTER HEAD *****

Date _____ 2021

To: SPC Suva Regional Office
Private Mail Bag
Suva
Fiji
Email: procurement@spc.int

WHEREAS [name and address of Contractor] (hereinafter called "the Bidder") has submitted a Proposal to SPC datedto execute Services(hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after SPC has awarded it;
- b) Fails to comply with SPC's variation of requirement, as per RFP instructions; or
- c) Fails to deliver the goods and services as outlined in their proposal

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [.....] such sum being payable in the currency in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand, any sum or sums within the limits of [amount of guarantee].

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date.....

Name of Bank.....

Address.....

FINANCIAL PROPOSAL SUBMISSION FORM

RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training 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.

NO	ITEM DESCRIPTIONS	QTY	TOTAL	Unit Cost (Euro)	Total Cost (Euro)
1	Reverse Osmosis (RO) equipment fully loaded with a nominal capacity of 20,000 L/day	1	1		
2	Consumables for 1000 hours operation				
	Sea Water 4-inch membrane	4	4		
	Level switch	3	3		
	Plunger pump with motor	3	3		
	Cartridge filter	3	3		
	Anodes	3	3		
	RO controller	3	3		
3	Preventive maintenance: Spare Parts for 2 years	1	1		
4	Generator (alternative power source for outer islands) 88 KVA to power the 20m3/day RO plant with spare parts for one year	1	1		
5	Full solar powered system for the 20m3/day RO plant, including all equipment such as solar panel, battery, converter, support and all necessary equipment. The system should be able to supply energy even if there is no sun for 2 days.	1	1		
6	Factory Acceptance Test (FAT)	1	1		
Commissioning and Training					
7	Option 1: Installation and commissioning of the RO plant and provision of training in Funafuti, Tuvalu, in installation /operation / maintenance of the	1	1	Fees (include daily rate and number of days)	
				Airfare	

NO	ITEM DESCRIPTIONS	QTY	TOTAL	Unit Cost (Euro)	Total Cost (Euro)
8	<p>RO plant and the solar powered system with COVID-19 quarantine requirements in place</p> <p>Option 2: Installation and commissioning of the RO plant and provision of training in Funafuti, Tuvalu, in installation /operation / maintenance of the RO plant and the solar powered system without COVID-19 quarantine requirements.</p>	1	1	Per diem costs (meals, accommodation, quarantine costs)	
				Fees (Include daily rate and number of days)	
				Airfare	
				Per diem costs (meals, accommodation)	
				Total Cost using option 1	
				Freight & Marine Insurance to Funafuti Main Port	
				Documentation & Packaging	
				Other Charges (please specify if any)	
				
				Total CIF (Euro)	
				
				Total Cost using option 2	
				Freight & Marine Insurance to Funafuti Main Port	
				Documentation & Packaging	
				Other Charges (please specify if any)	
				
				Total CIF (Euro)	



ANNEX VII

DUE DILIGENCE QUESTIONNAIRE

RFP21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to Funafuti, Tuvalu

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

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:
 - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
 - b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

2. Does your entity have foreign branches and/or subsidiaries? Yes No

3. If you answered 'Yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

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

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

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No
If you answered 'Yes', please attach the English version of your policy.

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

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

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:
 - Foreign financial institutions? Yes No
 - Casinos? Yes No
 - Cash-intensive businesses? Yes No



- Foreign government entities?
- Non-resident individuals?
- Money service businesses?

Yes No
 Yes No
 Yes No

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

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

If you answered 'Yes' please provide details.

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

If you answered 'Yes' please provide details.

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

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

Dated this day of [month and year] at

Signature

Name

Position



ANNEX VIII

DECLARATION OF INTEREST

**RFP 21-077: Supply and delivery of a Reverse Osmosis (RO) plant, accessories and training to
Funafuti, Tuvalu**

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.

2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

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

Signature

Date

Name

Title

SPC GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

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

4. SPECIFIED PERSONNEL

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

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

5. ASSIGNMENT

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

6. SUB-CONTRACTING

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

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

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

8. INDEMNIFICATION

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

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

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

9. FRAUD AND CORRUPTION

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

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

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

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

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

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

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

11. ENCUMBRANCES/LIENS

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

this contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

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

13. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

16. TAX EXEMPTION

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

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

payment of such taxes, duties or charges has been made and appropriately authorised.

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

17. CONFLICT OF INTEREST

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

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

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

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.

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

Child protection

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

34 which protects children from sexual exploitation and abuse.

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

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

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

Human rights

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

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

Gender equality and social inclusion

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

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

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

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

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

- (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

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

Environmental responsibility

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

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities

towards climate change and damage to the environment.

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

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not

appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

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

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

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

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

19.4 Any breach of this representation and warranty shall entitle SPC to

terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

20. OBSERVANCE OF THE LAW

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

21. AUTHORITY TO MODIFY

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

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

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

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

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

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

23. TERMINATION

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

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

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

immediately inform SPC of the occurrence of any of the above events.

24. SETTLEMENT OF DISPUTES

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

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

25. PRIVILEGES AND IMMUNITIES

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

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.
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