

REQUEST FOR PROPOSAL

RFP No: 21-149

DATE: 16 July 2021

SUBJECT: Preferred Service Providers - Technical hydrology support to the “Safe and sustainable drinking water for Kiritimati Island” project

You are requested to submit a comprehensive proposal for appointment as a Preferred Service Provider(s) for the provision of technical hydrology support to the “Safe and sustainable drinking water for Kiritimati island” project as per the Terms of Reference set out in Annex II.

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

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

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

Yours Sincerely



Procurement Unit

INSTRUCTIONS TO BIDDERS**1. Submission of proposals****1.1.** Your proposal shall comprise the following documents:

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

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **13th August 2021 at 4:00pm Fiji time (GMT +12)**. 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 and evaluation purposes.

1.4. All prices in the proposals must be presented in AUD and exclusive of all taxes.

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

- 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 **must be** emailed to procurement@spc.int with the heading **“RFP 21-149 Preferred Service Providers - Technical hydrology support to the “Safe and sustainable drinking water for Kiritimati Island” project (Refer 1.5).**

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

2. Request for proposals timelines and due dates

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

Table 1: RFP timelines and due dates		
	Date	Time
Deadline for seeking clarification from SPC	30 July 2021	4:00pm Fiji time (GMT +12)
Deadline for the submission of RFPs	13 August 2021	4:00pm Fiji time (GMT +12)

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 proposal substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2.** The bidder shall bear all costs associated with preparing and submitting a proposal, including costs relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 3.3.** Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and 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 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 submission of clarifications is **30 July 2021 at 4:00pm Fiji time (GMT +12)**.
- 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 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. 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 Pacific Community 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 proposal for a period of 120 days from the deadline for submission of proposals.

6.2. The successful bidder will be bound by his RFP 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 published on the SPC website prior to the deadline for receipt to enable other 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 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 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 Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 8.4.** A two-stage procedure will be utilised to evaluate the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (Annex II). The table also 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, competency requirements	Score weight (%)	Points obtainable
Experience in atoll hydrology and water resource management (minimum 15 years)	10	70
Experience with Kiritimati Island hydrology and water supply	30	210
Experience in groundwater supply monitoring and analysis	10	70
Understanding of Kiritimati water supply context and capacity to provide remote support (particularly in light of international travel restrictions) to SPC and GoK counterparts	20	140
Experience training and building capacity of local counterparts	10	70
Ability to assist with the design of rehabilitation works for existing water infrastructure and installation of new water supply system components for Kiritimati Island	20	140
Total score	100%	700
Qualification score	70%	490

- 8.6.** The financial proposal will be opened only for bidders that passed the minimum technical score of 490 points (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 based on daily fee or cost per analysis. 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:

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

- 8.9** Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 8.10** Bidders must quote their daily rate of providing the services as stipulated in the Terms of Reference (Annex II)
- 8.11** The daily rate for the initial agreement and the daily rate for the subsequent contracts is exclusive of all taxes and is fixed and not subject to revision.

9. Award of contract

- 9.1.** The initial appointment under the Preferred Supplier Agreement (using the SPC template) will be for one (1) year with a possible extension for another three (3) years upon satisfactory performance by the contractor. The performance of the contractor will be monitored, and regular service audits will be carried out by SPC.
- 9.2.** The selected bidder(s) will be included on SPC's Preferred Suppliers/ Providers list.
- 9.3.** The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Terms of reference with due consideration to SPC 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.
- 9.4.** 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.

- 9.5. 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.
- 9.6. Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.
- 9.7. Upon the award of the contract, for specific assignment, Terms of Reference (TOR) will be provided by SPC against which the Contractor shall issue a proposal. Once the proposal is approved by SPC an approved purchase order of contract will be issued by SPC before the start of the assignment.

9. Bidder protest

- 9.1. If a bidder involved in an SPC procurement process considers he is not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.
- 9.2. 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 behavior negatively impacted on your bid;
 - copies of any documents supporting your grounds for protest;
 - the relief that is sought.
- 9.3. 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.
- 9.4. Your protest will be received in good faith and will not impact your involvement in future bids.

10. Privacy notice

- 10.1. The bidder understands that their proposal and their 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.
- 10.2. If successful, the bidder understands that SPC will publish the name of the bidder.

TERMS OF REFERENCE**Project title: Technical hydrology support to the “Safe and sustainable drinking water for Kiritimati Island” project****A. Project description**

The Safe and Sustainable Drinking Water for Kiritimati Island Project funded by the European Union (EU) commenced in July 2020 following signature of the Contribution Agreement. The project is an expansion of the EU-funded Improved Drinking Water Supply for Kiritimati Island Project in 2013 – 2018. A project office will be re-established with the Ministry of Line and Phoenix Islands Development (MLPID) on Kiritimati Island with the Coordinator based at Kiritimati Island. The project is part of a broader EU-Kiribati Partnership for a sustainable and inclusive socio-economic development, delivered collaboratively between Government of Kiribati (focus on public financial management (PFM)), UNICEF (sanitation and hygiene) and SPC (water). The overall objective of the partnership agreement is to support Kiribati in building greater socio-economic and climate resilience, and more specifically, to improve the use of services and goods provided by the public sector with a focus on water and sanitation in the Line Islands. The three main result areas of the SPC-implemented project component on Kiritimati are:

- i. Improved evidence-based management of water resources;
- ii. Increased access to safe and reliable drinking water supply; and
- iii. Strengthened capacity to operate, maintain and manage safe efficient and accountable water supply systems.

The project is implemented under the Disaster and Community Resilience Program, Geoscience Energy and Maritime (GEM) Division, The Pacific Community (SPC), with a budget of EUR 6,200,000.

Large-scale water infrastructure on Kiritimati Island was originally installed from 2000 to 2002 via the AusAID-funded Kiribati Water and Sanitation Project (KWASP). The infrastructure was poorly maintained over the years and gradually broke down. In 2007, the Asian Development Bank (ADB) funded an assessment of the existing water supply system and recommended improvements to improve supply to all villages on Kiritimati Island. The EU-funded and SPC-implemented Kiritimati Water Project (2013 – 2018) focused on improving water supply to Tennessee and London villages by implementing certain engineering design recommendations of the ADB study: rehabilitating the existing water supply systems at Decca and Four Wells groundwater reserves and installing a new pipeline to London.

B. Scope of work

SPC requires the preferred services provider(s) to support SPC’s Disaster and Community Resilience Program, specifically through the provision of guidance and technical advice throughout the implementation phase of the Safe and sustainable drinking water for Kiritimati Island project. On some occasions SPC staff may also be fully committed to other work and may not have the time to provide technical support to the project. The Preferred Service Provider will provide technical advice and training to support implementation when required, particularly in the area of atoll hydrology,

groundwater modelling, design, monitoring and construction of the water supply system. The Preferred service provider will also provide technical support at the Project Steering Committee (PSC) meetings that are held annually (virtually and/or on Kiritimati Island), and other stakeholder engagements as needed.

C. Expected outputs

The Preferred Service Provider(s) will be responsible for undertaking the following activities:

1. Provide general advice in the areas of atoll hydrology of Kiritimati Island
2. Build capacity of Government and SPC staff in atoll hydrology and water system design, monitoring, management and maintenance through the provision of remote (and on-site, where possible) mentoring, training workshops, etc.
3. Provide technical support (remotely when needed) in groundwater monitoring and analysis
4. Assist with development of detailed project design (including monitoring, capacity building and infrastructure development activities) and costings
5. Review proposed activities/plans/designs to be implemented and provide technical advice facilitating implementation
6. Assist formulating procurement proposals and provide advice in the technical assessment of tenders
7. Undertake investigations at selected groundwater reserves to identify and optimise water yields and support water resource developments and upgrades, in accordance with the project workplan
8. Provide technical advice (remotely when needed) and identify appropriate sites, configurations and approach for construction/rehabilitation of water galleries and monitoring bores at select groundwater reserves
9. Visit Kiritimati Island when required (depending on international mobility, given COVID-19 induced travel restrictions) – or provide equivalent support to SPC and government staff
10. Support with delivery of technical presentations at annual PSC meetings and other stakeholder engagements when required.

D. Institutional arrangement

- The Preferred Service Provider(s) shall be responsible to the Project Coordinator, Safe and Sustainable Drinking Water for Kiritimati Island Project at SPC throughout the period of the consultancy;
- Upon the award of the contract, the Preferred Service Provider(s) will be sent Terms of Reference (TOR) by the Project Coordinator, Safe and Sustainable Drinking Water for Kiritimati Island Project, against which the Contractor shall issue a proposal. Once the proposal is approved by SPC an approved purchase order of contract will be issued by SPC before the start of the assignment.
- The Preferred Service Provider(s) will be expected to provide trip reports at the completion of each trip to Kiritimati, plus technical support documentation and recommendations as needed
- The Preferred Service Provider(s) will be expected to openly engage and share information and resources with SPC and the Government of Kiribati, and other contracted resources as appropriate.

E. Duration of the work

The preferred supplier agreement will last for 1 year from award date and can be renewed by written mutual agreement for up to 3 additional years, based on the service provider's performance.

F. Duty station

- The Preferred Service Provider(s) will be based remotely and required to travel to Suva, Fiji Islands, and Kiritimati Island, Kiribati on up to six occasions (assumed two weeks in Kiritimati per trip)
- SPC acknowledges international mobility restrictions and will adjust the Preferred Service Provider(s) travel requirements as needed.

G. Qualifications of the successful preferred provider

As per Annex IV part A2 of this RFQ, the bidder is required to provide a brief proposal highlighting compliance, knowledge and previous experience in the following areas and attributes:

- Minimum 15 years research in atoll hydrology
- Experience with Kiritimati Island hydrology and water supply
- Expertise in technical and field-based hydrology
- Experience in water supply monitoring and analysis (particularly groundwater)
- Specialisation in small island hydrology and water resources management
- Experience training and building capacity of local counterparts
- Ability to assist (remotely and on-island) with the design of rehabilitation works for existing water infrastructure and installation of new water supply system components for Kiritimati Island.

Please submit an up-to-date CV of the expert to undertake the work.

H. Scope of bid price and schedule of payments

1. The rates quoted by the supplier should represent for best value for money.
2. The rate quoted should be valid and are to remain fixed for a period of one (1) year from the date of award of contract, and must be inclusive of, insurance, charges, GST, levies and taxes.
3. In the event that the services are required by SPC within a year of signing of contract the Preferred Service Provider(s) shall provide the services at the contract rate.
4. If there is a change in the Price for reasons beyond the supplier's control, SPC should be advised promptly and upon approval by SPC, the contract rate shall be amended.

PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: 21-149

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 services as per requirements and all other items described or mentioned or reasonably to be inferred from the Terms of Reference provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

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

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

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Date this _____ day of _____, 2021.

Firm /Institution:

Representative:

Position of Representative:

Signature of Representative:

TECHNICAL PROPOSAL SUBMISSION FORM**PART A – Firm / Institution Background****PART A1**

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
Contacts of two referees /references of past similar projects conducted. Attach additional details as applicable.	1.
	2.
Legal registration of firm (attach documentation)	

PART A2 – Experience of firm/institution and ability related to the required services

	Evaluation criteria	Responses by bidder confirming expertise, experience, ability, technical skills and resources to provide professional services to SPC (please provide documentation to support your proposal)
1.	Experience in atoll hydrology and water resource management (minimum 15 years)	
2.	Experience with Kiritimati Island hydrology and water supply	
3.	Experience in groundwater supply monitoring and analysis	
4.	Understanding of Kiritimati water supply context and capacity to provide remote support (particularly in light of international travel restrictions) to SPC and GoK counterparts	
5.	Experience training and building capacity of local counterparts	
6.	Ability to assist with the design of rehabilitation works for existing water infrastructure and installation of new water supply system components for Kiritimati Island	

FINANCIAL PROPOSAL SUBMISSION FORM

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

	Daily Fee [AUD]	Total Amount [AUD]
Daily rate to carryout the tasks as stipulated in Part B & C of Annex II. <i>(Daily rates must be inclusive of insurance, charges, GST, levies and taxes)</i>		
Other related costs (if any) <i>(Following the issuance of the Preferred Service Provider Agreement to the successful bidders, the costs for travel will be agreed and included in the subsequent contracts)</i>		
TOTAL		

DUE DILIGENCE QUESTIONNAIRE

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

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

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

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

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

For companies and other legal entities

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

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

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

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

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

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 send SPC your policy in English.

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

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

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

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

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

9. Has your entity ever been the subject of any investigations or had 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 investigations or had 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 thisday of [month and year] at

Signature

Name

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 _____

SPC GENERAL CONTRACT CONDITIONS**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.