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Pacific  
Community  
Communauté  
du Pacifique

## REQUEST FOR PROPOSAL

Date: 31<sup>st</sup> July 2018

### To Whom It May Concern

### **Re: Consultant to oversee biogas digester system installations at Motufoua Secondary School, Tuvalu**

The Pacific Community Pacific Technical and Vocational Education and Training (PacTVET) Project and the Adapting to Climate Change and Sustainable Energy (ACSE) project: Sustainable community-based biogas schemes for domestic energy and improved livelihoods (Tuvalu) would like to invite interested individuals to submit a proposal for the provision of consultancy services to oversee the biogas system installations at Motufoua Secondary School in Tuvalu and train the students and staff on the use and maintenance of the biogas digester systems.

All interested individuals are to submit proposals using the Technical Proposal Submission Form (Form A) which is attached as Annex II and the Financial Proposal Submission Form (Form B) which is attached as Annex III. The forms should be emailed to [PoojaP@spc.int](mailto:PoojaP@spc.int) by **12am (Fiji time) 15<sup>th</sup> August 2018**. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices quoted shall be in Euros (EUR) and should be inclusive of all costs and statutory obligations.

The validity of the proposal shall be for 120 days from the deadline for submission. There shall be no change to the proposal after it has been approved.

Any requests for clarification or additional information shall be directed to [amelias@spc.int](mailto:amelias@spc.int).

This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organisation.

SPC Headquarters: Noumea, New Caledonia. Regional offices : Suva, Fiji Islands, and Pohnpei, Federated States of Micronesia.  
Country office: Honiara, Solomon Islands.

For contact details – Website: [www.spc.int](http://www.spc.int) Email: [spc@spc.int](mailto:spc@spc.int)

Siège de la CPS : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Îles Fidji) et Pohnpei (États fédérés de Micronésie). Bureau national de coordination : Honiara (Îles Salomon).

Site Web : [www.spc.int](http://www.spc.int) Courriel : [spc@spc.int](mailto:spc@spc.int)

## ANNEX I Terms of Reference

**Project Title:** Provide support to the European Union Pacific Technical and Vocational Education and Training (PacTVET) Project and the Adapting to Climate Change and Sustainable Energy (ACSE) project: Sustainable community-based biogas schemes for domestic energy and improved livelihoods (Tuvalu)

### A. Project Description

Sustainable livelihoods have a high priority for Pacific Island communities and governments alike. They are central to current development policies including resource management and conservation, but also in emerging policies to meet threats such as climate change.

The European Union (EU) is therefore assisting Pacific-African, Caribbean and Pacific countries (P-ACPs)<sup>1</sup> through a new regional programme: *Adapting to Climate Change and Sustainable Energy (ACSE)* funded by the 10<sup>th</sup> European Development Fund (EDF 10). The objectives of the ACSE programme are to enhance sustainable livelihoods in P-ACPs, to strengthen P-ACPs capacities to adapt to the adverse effects of climate change and to enhance P-ACPs energy security at the national, provincial and local/community levels.

The objectives will be achieved by supporting the efforts of P-ACPs governments and empowering communities to increase their self-reliance and their ability to cope with the effects of climate change. Support will be provided for interventions such as implementation of appropriate practices in agriculture, securing of daily water supplies, and improving access to energy, to mention a few examples.

The ACSE programme forms part of a broader EU engagement on climate change adaptation, sustainable energy and disaster risk management in the Pacific Island region.

The ACSE programme has three components:

1. The *EU-GIZ Adapting to Climate Change and Sustainable Energy* Component (18.64 million Euros) which is administered by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, in close collaboration with the regional SPC-GIZ programme “Coping with Climate Change in the Pacific Island Region” (CCCPIR). Funding for this activity is provided by this component.
2. The *Energy Catalytic* Component (10 million Euros) which is jointly managed by the EU with the Asian Development Bank (ADB) in selected PACPs.
3. *SPC-USP European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation project (EU-PacTVET)*. (6.1

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<sup>1</sup> Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Republic of Marshall Islands, Nauru, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Timor-Leste, Tonga, Tuvalu and Vanuatu

million Euros) which is jointly managed by the EU with the Pacific Community (SPC). This component builds on the recognition that energy security and climate change are major issues that are currently hindering the social, environmental and economic development of Pacific African Caribbean and Pacific (P-ACP) countries.

The Tuvalu Government has identified the need to equip island communities with biogas digesters as a measure to address energy conservation through efficient and sustainable energy use. The Tuvalu activity under the ACSE project is the installation of 40 manual biogas digesters across the outer islands of Tuvalu. Work on the installation is almost complete however, there is a need for a biogas installation expert to oversee the installation at Motufoua Secondary School and to train the students and staff on the use and maintenance of the biogas digester systems which consist of the biogas digester, pig housing and home garden.

The actions supported by this consultancy are funded under component 1 of ACSE, but linked to component 3.

**The ACSE project is seeking a consultant for the installation of biogas digester units at Motufoua Secondary School.**

**B. Scope of Work**

The general requirement is to ensure the successful installation of biogas digester units at Motufoua Secondary School. The consultant is expected to:

- Liaise with the ACSE project staff in-country, Department of Energy officials and Motufoua Secondary School management to ensure accurate siting of all equipment and infrastructures.
- Supervise ground and construction works for installing the biogas digesters and ensuring digesters are installed safely.
- Supervise ground and construction works for installation of pig housing, water tanks and water catchments for the biogas systems.
- Provide trainings to Motufoua Secondary School students and staff. The trainings will cover:
  - biogas digester installation, operation and maintenance;
  - pig housing construction (including water tank and catchment installation);
  - setting up home gardens;
  - animal husbandry (pigs); and
  - simple monitoring techniques for digesters.
- Supervise and advise on the setting up community vegetable plots (if requested) – lay the groundwork i.e. networking and meetings.

**C. Expected Outputs**

- Biogas digesters successfully installed at Motufoua Secondary School and are in operation.
- Motufoua Secondary School students and staff are well trained on biogas digester installation, operation and maintenance; pig pen construction (including water tank and catchment installation); setting up home gardens; animal husbandry (pigs); and simple monitoring techniques for digesters.

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- Management and maintenance structures are in place for the biogas digesters at Motufoua Secondary School.

#### **D. Institutional Arrangement**

The consultant will liaise directly with the ACSE Project staff and Department of Energy officials in Tuvalu stationed at the Government of Tuvalu Building and the Team Leader, EU-PacTVET project stationed at the SPC Georesources & Energy Programme in Nabua, Fiji. In this case, the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader. The consultant is expected to provide a final report to the EU-PacTVET Team Leader on the achievement of the expected outputs in section D.

#### **E. Duration of the Work**

The consultancy work must be done within a maximum of 20 workdays and should be completed by 30<sup>th</sup> September 2018. Phasing of the consultancy work is at the Consultant's discretion and is based on the work methodology that forms part of the bidding document.

#### **F. Duty Station (if relevant)**

The consultant will be based in Tuvalu specifically at Motufoua Secondary School for the installation work and trainings. If the consultant is primarily based outside of Tuvalu, return airfare to Tuvalu and per diem for a sufficient number of days will be facilitated by SPC according to SPC Travel Policy. It is anticipated that information required for this consultancy can be found on-line or communicated electronically. The consultant, depending on the project work plan, will have to report or liaise with the EU-PacTVET team through the Team Leader on any matters that need the team's attention during the course of the consultancy work.

#### **G. Evaluation Criteria**

##### *Qualifications of the Successful Contractor*

- It is **essential** that the consultant is a well-qualified professional with integrity and confidence with formal qualification in engineering and/or carpentry or in a related discipline.

##### *Knowledge, Skills and Experience*

- Demonstrated experience with biogas installation in isolated locations.
- Experience in working with village communities on development projects in the Pacific.
- Experience in delivering community trainings.
- Excellent interpersonal and communication skills.
- Coordination and organizational skills.

#### **Proposal Evaluation Matrix (this will form 70% of the total assessment)**

Competency Requirements	Score Weight (%)	Total Obtainable Score
1. A well-qualified professional with integrity and confidence with formal qualification in engineering and/or carpentry or in a related	5%	10

discipline.		
2. Demonstrated experience with biogas installation in isolated locations.	20%	10
3. Experience in working with village communities on development projects in the Pacific.	10%	10
4. Experience in delivering community trainings.	15%	10
5. Excellent interpersonal and communication skills.	10%	10
6. Coordination and organizational skills.	10%	10
<b>Total Score</b>	<b>70%</b>	<b>70</b>
<b>Qualification Score (minimum requirement)</b>	<b>49%</b>	<b>49</b>

#### H. Scope and Indicative Schedule of Payments

- The following components must be specified by the bidder and must be included in the computation of the contract price:
  - a. Professional fees; and
  - b. Management and operating costs.
- The contract cost will be paid based on the achievement of each milestone as shown below.

<b>Milestones/outputs</b>	<b>Deadline (date)</b>	<b>% Payment</b>
Signing of Contractual Agreement	-	20% of price
A final report outlining the following: <ol style="list-style-type: none"> <li>1. Biogas digester installations (with photos) at Motufoua Secondary School including the pig housing construction, home garden set-up and animal husbandry.</li> <li>2. Training delivery for students from Motufoua Secondary School on biogas digester installation, operation and maintenance; pig pen construction (including water tank and catchment installation); setting up home gardens; animal husbandry (pigs); and simple monitoring techniques for digesters.</li> <li>3. Management and maintenance structures for the biogas digesters at Motufoua Secondary School.</li> </ol>	30 <sup>th</sup> September 2018	80% of price

**ANNEX II**

**Technical Proposal Submission Form (Form A)**

*Request for Quotation 'Pacific Technical and Vocational Education and Training Project and Adapting to Climate Change and Sustainable Energy (ACSE) project: Sustainable community-based biogas schemes for domestic energy and improved livelihoods (Tuvalu) – Consultancy to oversee the biogas system installations at Motufoua Secondary School in Tuvalu and train the students and staff on the use and maintenance of the biogas digester systems*

**PART A – Background**

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details if applicable.	

**PART B – Qualifications**

CRITERIA	RESPONSE BY BIDDER
Tertiary qualifications	
Post graduate studies in the relevant field	
Membership of relevant professional body (if applicable)	

**PART C – Knowledge / Experience**

CRITERIA	RESPONSE BY BIDDER
A well-qualified professional with integrity and confidence with formal qualification in engineering and/or carpentry or in a related discipline.	
Demonstrated experience with biogas installation in isolated locations.	

CRITERIA	RESPONSE BY BIDDER
Experience in working with village communities on development projects in the Pacific.	
Experience in delivering community trainings.	
Excellent interpersonal and communication skills.	
Coordination and organizational skills.	

**ANNEX III**

**Financial Proposal Submission Form (Form B)**

*Request for Quotation 'Pacific Technical and Vocational Education and Training Project and Adapting to Climate Change and Sustainable Energy (ACSE) project: Sustainable community-based biogas schemes for domestic energy and improved livelihoods (Tuvalu) – Consultancy to oversee the biogas system installations at Motufoua Secondary School in Tuvalu and train the students and staff on the use and maintenance of the biogas digester systems*

**Part A: Declaration**

1. The undersigned consultant proposes and agrees if this proposal is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, the consultant represents that; he/she has examined all the RFQ documents to provide technical services to support the implementation of the EU-PacTVET project and Adapting to Climate Change and Sustainable Energy (ACSE) project: Sustainable community-based biogas schemes for domestic energy and improved livelihoods (Tuvalu) by overseeing the biogas system installations at Motufoua Secondary School in Tuvalu and training the students and staff on the use and maintenance of the biogas digester systems.
3. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (USD)
Professional Fees	
Management Fees	
(Please add additional costs as required)	
<b>Total</b>	

\_\_\_\_\_  
Print name and sign

\_\_\_\_\_  
Date

Title \_\_\_\_\_



**ANNEX IV**

**SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

**2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

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

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

The Contractor shall not discriminate against any Staff of SPC, their employee, traveler, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

**4. SPECIFIED PERSONNEL**

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

**5. ASSIGNMENT**

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

**6. SUB-CONTRACTING**

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

**7. OFFICIALS NOT TO BENEFIT**

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

**8. INDEMNIFICATION**

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The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

- 9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 9.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

## **10. ENCUMBRANCES/LIENS**

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

## **11. TITLE TO EQUIPMENT**

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

## **12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

SPC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

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

- 14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.
- 14.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

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

- 15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **16. TERMINATION**

- 16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior 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.
- 16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

## **17. SETTLEMENT OF DISPUTES**

### **17.1. Amicable Settlement**

The Parties shall 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. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

### **17.2. Arbitration**

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **18. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

## **19. TAX EXEMPTION**

19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

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

## **20. CHILD LABOUR**

20.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

20.2 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.

## **21. HUMAN RIGHTS**

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

21.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on,

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human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations ‘Protect Respect and Remedy’ framework (2011).

- 21.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 21.4 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.

## **22. OBSERVANCE OF THE LAW**

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

## **23. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.