



**REQUEST FOR PROPOSAL**  
**HYDROPONIC SYSTEM DESIGN CONSULTANCY SERVICES**  
**For**  
**VITAL FSM PETROLEUM CORPORATION**

RFP Number: 2024-07  
Issuance Date: 31 JULY 2024  
Deadline for Offers: 15 AUGUST 2024  
Description: RFP: HYDROPONIC SYSTEM DESIGN CONSULTANCY SERVICES  
Funded By: Vital FSM Petroleum Corporation  
Implemented By: Vital FSM Petroleum Corporation  
Point of Contact: Bids & Tender Team ( [rfp@fsmpc.com](mailto:rfp@fsmpc.com) )

## **SECTION I- REQUEST FOR PROPOSAL (RFP)**

**DATE: 30 JULY 2024**

**SUBJECT: HYDROPONIC SYSTEM DESIGN CONSULTANCY SERVICES**

**OPEN DATE: 30 JULY 2024**

**CLOSING DATE: 15 AUGUST 2024 @5:00PM POHNPEI TIME**

**MAILING ADDRESS: VITAL FSM PETROLEUM CORPORATION**  
Amcres Building, Yakipa Street  
Kolonias, Pohnpei FM 96941

**FILE REF #:**

**RFP#: 2024-07**

Bidders are requested to submit their Proposal via e-mail to [rfp@fsmnpc.com](mailto:rfp@fsmnpc.com) .

All Electronic Bids/ Proposal must be submitted indicating the RFP reference number # 2024-XX and the Tenderer's name and address clearly indicate in the bid or Proposal. Additional instructions for preparing your Proposal are outlined in the RFP.

Request for information (RFI) or clarification of requirements must be submitted in writing via e-mail to:

Contact: Bids & Tender Team  
E-mail: [rfp@fsmnpc.com](mailto:rfp@fsmnpc.com)

The deadline for submitting questions is on August 16, 2024 . Pohnpei Time

## Section II- Notice of Intent

### RFP# 2024-07 HYDROPONIC SYSTEM DESIGN CONSULTANCY SERVICES

Please e-mail this page when sending your intention to submit a Proposal.

E-mail: [rfp@fsmc.com](mailto:rfp@fsmc.com)

This notice is to be completed by any Bidder who intends to submit a Proposal to for the above titled solicitation. The purpose of this form is to establish a complete vendor list for this project with the appropriate contact person (s) and contact information. The submittal of this form in no way obligates a bidder to submit a Proposal.

#### **Bidder Responsibilities:**

- Bidders will submit responses in accordance with requirements stated in this solicitation.
- Bidders will submit responses to a solicitation via e-mail on or before the Proposal due date and time.

For any clarifications, please contact the bids & tender team via email: [rfp@fsmc.com](mailto:rfp@fsmc.com)

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

- Yes, I will be able to respond to this solicitation**

If you are unable to respond on this item, kindly indicate your reason for “No response” Below and e-mail back.

- No, I will not be able to respond to this solicitation for the following reason(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section III- Introduction

### Purpose:

is seeking proposals from qualified service providers to HYDROPONIC SYSTEM DESIGN CONSULTANCY SERVICES for Vital FSM Petroleum Corporation. We invite interested parties to submit proposals in accordance with the scope of work outlined below.

### Background:

The project aims to establish hydroponic model farm that provides a sustainable income for Vital's Participant Guarantee System (PGs) farmers to grow and supply fresh vegetables to the local market with the incentive of improving livelihood and adding value to their land. The implementation of the hydroponic model farm, PG's will benefit by having an increased stable source of income through continuous supply for the markets. The income from regularized trade in coconuts and other agricultural products will allow PGs farmers to become less dependent on government and foreign aid, resulting an increase in food security and improve livelihood. In lieu of this we are soliciting the services of a Hydroponic consultant that will deliver the following scope of services

### Scope of Work:

1. Design of two hydroponic model farm (Nutrient Film Technique (NFT) and Dutch Bucket System) that includes the following:
  - Materials
  - quantity of materials needed for a 20x40 hydroponic system
  - duration of days for the system to be setup

Provide the cost model for a 20x 40 hydroponic system. Cost on;

- Greenhouse
- Nutrient Film Technique (NFT)
- Dutch bucket
- Pipes
- Pump: **note** that FSM uses 110 voltage. Pump should be able to run a 20x40 hydroponic system.
- Electricity consumption
- Labor
- Seed
- Operational Cost
- Management Cost
- Maintenance cost

- 1.1 Develop a manual for three leafy vegetables that is suitable for FSM climate in the two different system (NFT/Dutch Bucket System) that includes the following:

- Seed germ

- Fertilization
- Nursey stage
- Post and harvest stage

2. Establish a hydroponic model system that will be used for PGs awareness. The model should include the following setup:

- Setup of greenhouse
- Setup of NFT/Dutch Bucket System
- Set up of irrigation/Pump system

2.1 Provide irrigation and fertigation management in the following:

- Calculate flows per hectare
- Managing pumps and pump heads
- Demonstrate Evapotranspiration (ET) calculations – reference Electron Transport Rate (ETr) and Crop Evapotranspiration (ETc) for crop stage. Correctly calculate from ETc for example how much time between irrigations so as not to run out of available water.
- Calculate irrigation time and flow from our irrigation system to meet the ET
- Calculate the correct amount of Nitrogen, Phosphorus, Potassium (NPK) using Parts Per Million (PPM), the amount of standard fertilizers we need to apply to reach those levels
- Do irrigation designs, demonstrating from standard charts pipe sizes appropriate to the flow required for the area.

## Section IV-General Information & Solicitation Process

1. Familiarization with Requirements. It is the Bidder's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
2. Cost of Proposal Preparation. is not responsible for the cost related to developing, presenting, or providing a response to this solicitation.
3. Inquiries
  - a. Contact person. Any inquiry related to this solicitation, including any request for inquiries regarding standards referenced in the RFP should be directed to the attention of Vital Energy "Procurement Specification & Selection Team " at [rfp@fsmpec.com](mailto:rfp@fsmpec.com) and per the additional directions contained within this RFQ. The Bidder shall not contact or direct inquiries concerning this solicitation to any other Vital Energy staff.
  - b. Submission of inquiries. All inquiries shall be submitted in writing via electronic mail as outlined and shall refer to the appropriate solicitation number, page and paragraph. Vital Energy shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Offer and Acceptance Period. All Proposal shall remain valid and irrevocable for Sixty (60) Days after the due date of Proposals.
5. Currency and Incoterms. All Proposal shall be in US Dollars .
6. Conflict of Interest. No employee or official of may have any direct or indirect interest, financial or otherwise, in the respondent, including, but not limited to, any joint venture partners or subleases.
7. Submission of Multiple Proposal. No offer shall submit more than one Proposal to this RFP. Collusion among respondents, the submission of more than one Proposal under different names by any entity or individual, or an ownership interest in more than one respondent by any entity or individual shall be a cause for rejection of all such Proposal with consideration.
8. Proposal Preparation. All Proposal shall be submitted on the form provided in this solicitation. It is permissible to copy these forms if required. Refer to Section V.
9. Proposal will be submitted by mail (Courier) or electronically to the address stated in Section I and e-mail address provided under this section.
10. Signature. The person authorized to sign the Proposal shall submit the offer and Acceptance page with an original signature.
11. Descriptive Literature. Bidders submitting a Proposal for the equipment other than those specified shall submit brochure or descriptive catalogue giving detailed specifications of the equipment or services offered along with their Proposal.

12. When submitting via mail (courier) the Proposal should clearly indicate the RFP# 2024 -XX, the name, and address of the Bidder.
13. Late Proposal. Late Proposal shall not be opened and will be returned to the Bidder.
14. No Modification. Modification shall not be permitted after Proposal have been opened.
15. Withdrawal of Proposal. Proposal may be withdrawn at any time prior to the specified Proposal due date and time. A Bidder (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing.
16. Conformance to RFP. Each received Proposal will be checked for compliance with the submission requirements of this RFP and to ensure that the Proposal is fully responsive to the specification listed.
17. Disqualification. A Bidder who is currently debarred, suspended, or otherwise lawfully prohibited from any private or public procurement activity may have its Proposal rejected.
18. Vital FSM Petroleum the right to obtain Bidder clarifications where necessary to arrive are full and complete understanding of Bidder' s product, service, and /or solicitation response. Clarification means communication with an Bidder for the sole purpose of eliminating ambiguities in the Proposal and does not give Bidder an opportunity to revise or modify it proposal
19. Response Rejection. Submission of additional terms, conditions, and /or agreement with Proposal may result in the Proposal rejection.
20. reserves the right to award in a manner deemed most advantageous to the company. Vital FSM Petroleum reserves the right to reject a Proposal of any Bidder who has previously failed to perform competently in any contract with the company.
21. Notification. The selected successful Bidder will be provided a notification of Award and a contract will be prepared which will include by reference this solicitation, the Bidder's Proposal, and any other contractual language as may be required by Vital FSM Petroleum Corporation.
22. Selection Criteria: The following criteria will be used to evaluate both technical and commercial bid and will be considered the most responsive and competitive bid. Refer to Section V.

## Section V-Selection Criteria/Proposal Requirements

Key Selection Criteria	Points
<b>Experience</b>	40
Strong Track Record Of Successfully Implemented, Manage Hydroponic System Project	
<b>Expertise</b>	30
Consultant has a deep understanding of horticulture, crop production ,Nutrient Management, Technical aspects of hydroponic system.	
<b>Innovative Thinking</b>	10
Consultant to provide current industry trends, best suitable practices within the field of hydroponics	
<b>Knowledge Of Regulation</b>	10
Consultant is well-versed in compliance requirements related to hydroponic Farming	
<b>References</b>	
Provide at least 5 Successfully Hydroponic System Manage Project and show proof of Certificate of Completion	10
	100

Proposal Requirements
1) Capability Statement
2) Company Profile
3) Lead Consultant CV's e,g Education, Training & Certification , Organizational Membership Affiliations
4) List Of Successfully Manage Hydroponic Projects (5 Companies /Organization that detail nature of Engagement)
5)Provide Certificate of Completion from the list of identified projects
6) Schedule Fees & Rates

## Section VI-

### Service Agreement Contract



FEDERATED STATES OF MICRONESIA PETROLEUM CORPORATION  
INDEPENDENT CONTRACTOR AGREEMENT

**SERVICE AGREEMENT** made between the **FSM PETROLEUM CORPORATION** of Pohnpei, Federated States of Micronesia (hereinafter called ("**the Corporation**"))

**AND**

\_\_\_\_\_ hereinafter referred to as **the Contractor** .

**WHEREAS** the Corporation is desirous of engaging the services of the Contractor on the terms and conditions hereinafter set out **AND WHEREAS** the Contractor is prepared to accept this engagement from the Corporation on the said terms and conditions **NOW** the parties hereto respectively agree as follows:

1. **DEFINITIONS** - The term 'Corporation' in this Agreement means the FSM Petroleum Corporation, its successors or assigns and includes the principal officer for the time being and the principal officer's duly authorized agent as the case may be.

The term 'Contractor' in this Agreement includes the employees or agents of the \_\_\_\_\_. The named expert allocated to work on this project by the Contractor is:

Contractor shall not delegate or subcontract the services to any other person at all times, unless mutually agreed in writing.

Contractor shall not assign their rights and/or transfer their obligations hereunder to any third party without the prior written consent of Corporation.

2. **NATURE OF SERVICES**- The Contractor shall perform the requisite services as set out in the Terms of Reference stated in **Schedule A** to this Agreement which is attached hereto and forms part of this Agreement.

Contractor Initial:

Employer Initial:

3. **WARRANTIES:**

**Contractor** hereby warrants that he/she is competent and capable of providing the Services, and that the Services rendered shall be conducted and in accordance with the highest professional standards at all times.

4. **TENURE** - This Agreement shall come into effect on \_\_\_\_\_ and shall expire on the satisfactory completion of the requisite services but in any event not later than the \_\_\_\_\_ unless sooner terminated or an extension of time has been granted by the Corporation in accordance with paragraph 12.2 below.

5. **REMUNERATION** - The Contractor shall be remunerated for satisfactory completion of the requisite services under this Agreement within the specified tenure. The Contractor shall bill his time on a rate of fee under this Agreement, as per Annex 1 and Annex 2. The rate is per working hour. The Maximum Authorized Contract value is not to exceed US\$ \_\_\_\_\_ per annum.

The hours and days will be agreed at the end of every 4-week period for the next 4 weeks. The days and hours worked shall be mutually agreed between Corporation and Contractor.

**Payment shall be made:**

- 1) Direct Deposit to the Contractor's specific Bank Account.
- 2) Invoices will be submitted after the last day of the calendar month, payment of said invoice to be on the \_\_\_\_ of the month following the date of submission.

6. **TAXES**

**Contractor** shall only be liable for any and all taxes, tax obligations and/or liabilities arising out of or in connection with the provision of the Services in their place of residence that are in conjunction or for the benefit of the provision of the Services.

7. **COMPLIANCE WITH LAW** - In connection with this Agreement, Contractor shall comply with all laws, rules and regulations, as applicable of the Federated States of Micronesia or any of its States, Municipalities or Subdivisions.

8. The Corporation reserves the right to withhold remuneration as provided for under Clause 4.1 of this Agreement, if in the opinion of the Corporation, the services performed under the Agreement including the final report of the Contractor are unsatisfactory, incompetent or otherwise incomplete have been rectified to the reasonable satisfaction of the Corporation.

9. **TRAVEL** - As required for the performance of this Agreement, travel and reimbursable expenses will be paid in accordance with the Corporation's travel policies and standard rates, on submission of claims and receipts. Alternatively, the Corporation shall arrange international and domestic travel requirements of Contractor.
10. **STATUS OF CONTRACTOR** - The Contractor shall be considered as having legal status of an independent Contractor and neither the Contractor, the Contractor's agents nor the Contractor's employees shall be considered in any respect as being officials or staff members of the Corporation.
11. **RIGHTS AND OBLIGATIONS** - The rights and obligations of the Contractor are as strictly limited by this Agreement. The Contractor shall not be entitled to any benefit, payment, subsidy, compensation, or entitlement, except as expressly provided for in this Agreement. The Contractor shall not seek nor accept instructions from any person in connection with the services to be performed under this Agreement except in writing from the Chief Executive Officer's duly authorized agent. The Contractor shall refrain from any action which may adversely affect the Corporation and shall fulfill all obligations under this Agreement with full regard to the Corporation's interest. The Contractor shall not use the name, official seal, or emblem of the Corporation nor purport in any way to represent the Corporation, its Chief Executive Officer, or its staff.
12. **INTELLECTUAL PROPERTY RIGHTS** - The Corporation exclusively owns the Intellectual Property Rights including title rights, copyrights, and all other rights whatsoever in any material produced under the provisions of this Agreement.
13. **UNPUBLISHED INFORMATION AND CONFIDENTIALITY**- The Contractor shall keep secret and confidential and shall not communicate to any person or to any other body corporate or incorporate any unpublished information made known to the Contractor by the Corporation or by any Stakeholder in connection with the execution of this Agreement except with express authorization in writing from the Corporation. The Contractor shall keep confidential the substance of the recommendations made and advice given in connection with this Agreement. The obligation of Confidentiality shall survive the expiration of this Agreement.
14. **GENDER POLICY** - The Corporation has a gender policy and a gender-inclusive language guide which will be provided to the Contractor upon request. The Contractor shall ensure that all presentations made, and written documents produced under this Agreement use gender inclusive language and that wherever possible, all research and reporting consider and reflects the situations and experiences of both men and women. Whenever data on people is collected, it shall be disaggregated by sex.

15. **INSURANCES & INDEMNITY**

Contractor shall maintain or shall cause to be maintained, for the duration of this Agreement, medical and/or health insurances sufficient to cover and protect themselves against any and all illnesses and/or medical emergencies which they suffer or may suffer from. For travel requirements outside of New Zealand, Contractor may purchase additional travel and/or repatriation insurance and charge the costs to the Corporation.

The Contractor shall indemnify and keep indemnified the Corporation from and against all actions, suits, claims, demands or costs whatsoever arising out of or in connection with the performance of the services set out in this Agreement.

The Corporation shall indemnify and keep indemnified the Contractor from and against all actions, suits, claims, demands or costs whatsoever arising out of or in connection with the performance of the services set out in this Agreement.

16. **PRIVILEGES & IMMUNITIES**- Nothing in or relating to this Agreement whether explicit or implicit shall be deemed to be a waiver of any of the privileges and immunities of the Corporation.

17. **DELAY AND EXTENSION** - The Contractor shall be liable for delays exceeding ten (10) working days after the due date for the performance of services under this Agreement unless otherwise agreed upon in writing. A penalty of 1% of the contract value per day of delay shall be imposed. The total penalty shall however not to exceed 25% of the contract value.

In the case of delay occasioned by circumstances beyond the Contractor's control, the Corporation may grant extensions of time without penalty. In such cases, the Contractor shall, within five (5) working days, after the facts, giving rise to the delay have come to the Contractor's notice, provide the Corporation with an estimate in writing of the effect of such delay on the time for completion. The Corporation shall give due consideration to the circumstances and advise the Contractor of any revision to deadlines for the performance of services and/or the completion date of the Agreement as the Corporation sees fit.

Contractor Initial

Employer initial

18. **TERMINATION** - Either party may terminate this Agreement at any time by giving thirty (30) days' notice in writing of its intention to do so. Notice shall be deemed to have been given by e-mail of such notice to the normal place of business of the other party. If the Agreement is terminated by the Contractor, no compensation for actual work done to that date shall be paid to the Contractor and any remuneration already paid must be returned to the Corporation, unless otherwise agreed by the Corporation in due consideration of the circumstances. If the Agreement is terminated by the Corporation, the Contractor shall be compensated for actual work performed to the Corporation's satisfaction on a pro rata basis.
  
19. **APPLICABLE LAW** - This Agreement is subject to and shall be construed in accordance with the laws in force from time to time in the Federated States of Micronesia.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**SIGNED** For and on behalf of the  
CORPORATION BY:

\_\_\_\_\_

**SIGNED** by the CONTRACTOR:

\_\_\_\_\_