



Pacific
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REQUEST FOR PROPOSAL

RFP No: RFP 17/077

DATE: 15th September,
2017

SUBJECT: SUPPLY OF ENERGY EFFICIENT EQUIPMENT /APPLIANCES FOR THE FSM NATIONAL GOVERNMENT OFFICES IN PALIKIR, POHNPEI, FEDERATED STATES OF MICRONESIA

You are requested to submit a comprehensive proposal for the **supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia**

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

- Annex I:** Instructions to Bidders
- Annex II:** Scope and technical specifications
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Proposal Security form (applicable to successful Bidder only)
- Annex VII:** SPC General Conditions of Contract for Works.

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

Yours Sincerely

Akhilesh Prasad

Manager- Procurement, Grants, Risk & Assets

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 Email: 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 Courriel : spc@spc.int

Annex I

Instructions to Bidders

Request for Proposal (RFP) no: 17/077

Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia

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: Proposal Security form (applicable to successful Bidder only)
- 1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **13th October 2017 no later than 4.00 pm 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 an evaluation purposes.
- 1.4. All costs in the proposals must be presented in EUROS and should be inclusive of all taxes, duties VAT as applicable. Please note that SPC is exempted from tax in Fiji and several other member countries, including US, Australia, New Zealand, and New Caledonia.
- 1.5. Bidders are required to submit a refundable tender deposit of 2% of the financial proposal in the form of a bank cheque to SPC. The unsuccessful Bidder's tender deposit will be returned within 30 days following the signing of the agreement with the successful Bidder.
- 1.6. The successful Bidder is required to submit a bank guarantee, which shall be equivalent to 10% of the value of the contract. The Proposal Security Form (Annex VI) should be signed and submitted before the signing of the contract.
- 1.7. All proposals should be emailed to procurement@spc.int with the heading "RFP 17/077– Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia.

- 1.8 All proposals are to be in digital format preferably PDF files. No hard copies will be considered.

2. Request for Proposals Timelines and Due Dates

2.1.

Table 2: Timelines and due dates		
	Date (2017)	Time
Deadline for the submission of tenders	13 th October	4.00pm (GMT+12)
Tender opening session	16 th October	10.00am (GMT +12)
Notification of award to the successful Bidder	31 October	
Successful Bidder receives contract	5 November	

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 cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 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 the goods' country of origin.
- 3.7. The Bidder must present a certificate of origin to SPC when bringing the goods into Pohnpei, FSM when provisional acceptance of the goods takes place or when the first invoice on the delivery of goods as per payment schedule milestones is presented.
- 3.8. The submitted proposal must be for the entirety of the quantities indicated and shall not be divided into lots.

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- 3.9. 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.
- 3.10. Any prospective Bidder seeking to arrange individual meetings with either SPC or the FSM during the tender period may be excluded from the tender procedure.
- 3.11. No clarification meeting / site visit planned.

4. One Proposal per Bidder

Each Bidder shall submit only one proposal, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one proposal shall cause all proposals 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 SPC prior to the deadline prescribed for submission of Proposals.
- 5.2. The Bidder's withdrawal notice shall be sent to the email address procurement@spc.int.
- 5.3. No Proposal may be modified subsequent to the deadline for submission of proposals.
- 5.4. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

- 6.1. Bidders shall be bound by their proposals for a period of 120 days from the deadline for submission of proposals.
- 6.2. The successful Bidder will be bound by his proposal for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

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

8. Opening and Evaluation of Proposals

- 8.1. The Proposals will be opened in the presence of the Tender Evaluation Committee after the closing of the Tender.
- 8.2. To assist in the examination, evaluation and comparison of Proposals, SPC may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

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- 8.3. The Tender Evaluation 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. 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.
- 8.5. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies, which will be evaluated, are detailed in the Scope and Technical Specifications and Standards. The table also reflects the obtainable score specified for each evaluation criterion, which indicates the relative significance or weight of the item in the overall evaluation process.
- 8.6. The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria:

Summary of Technical Competencies	Score Weight	Points Obtainable
<p>Background/Expertise of the firm /institution submitting proposal</p> <ul style="list-style-type: none"> • A firm /institution with at least (ten) 10 years experience in supplying energy efficient equipment. • Can source all the necessary energy efficient equipment and materials requested in this tender within 90 days from contract signing and have the technical expertise to provide advice to SPC if and when needed. • Having sound Financial Statement (Audited) over the last five (5) years 	36%	250

Summary of Technical Competencies	Score Weight	Points Obtainable
<p>Experience of firm /institution and ability related to services: Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia</p> <ul style="list-style-type: none"> The proposed equipment /appliances are compliant to the minimum specifications outlined in Annex II Supporting documentation on equipment /appliance specifications and performance provided Any variations to the minimum specifications of the equipment /appliances are well justified Documentations on warranties and certification including origin of equipment /appliances are provided 	57%	400
<p>Proposed supply plan</p> <ul style="list-style-type: none"> The supply schedule is within 90 days 	7%	50
Total Scores	100%	700
Minimum score to qualify to Stage 2 of the evaluation process	70%	490

- 8.7. The financial proposal will be opened only for Bidders that passed the minimum technical score of 490 (70%).
- 8.8. Arithmetical errors in the financial proposals 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.
- 8.9. The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal for fare quotes will be awarded maximum 200 points and other financial offers and incentives will be awarded 100 points. The formula used for scoring points for financial values and fare quotes proposed will be:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 200$$

Financial Proposal Evaluation Form	Max. Points	Company /Bidder			
		A	B	C	D
1. Costs for equipment /appliances provided					
	200				
<i>Sub Total</i>	200				
2. Other incentives & benefits					
Such as discount allowed on payments and costs with exemption of duty	100				
<i>Sub Total</i>	100				
Total	300				

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- 8.10. No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer.
- 8.11. Bidders will be deemed to have satisfied themselves, before submitting their tender and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 8.12. Bidders must quote by unit and overall prices for their tenders on all of the following bases.
- 8.13. For supplies manufactured locally and/or imported from the country of contracting authority
- 8.14. Unit and overall prices for delivery to the place of destination and in accordance with the above conditions with exemption of duty and taxes.
- 8.15. The price for the contract price are fixed and not subject to revision.

9. Award of Contract

- 9.1. The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications of energy efficient equipment /appliances as detailed in the Scope and Technical Specifications with due consideration to SPC Procurement and Supply Chain Management Guidelines which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.
- 9.2. SPC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for SPC's action.
- 9.3. SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.
- 9.4. Within 15 days of receipt of the contract the successful Bidder shall sign and date the contract and return it SPC.

10. Indicative Payment Schedule

10.1. The table below represents the indicative payment schedule

Milestones /Deliverables	Payment %
Signature of Contract	10
Submission of Bill of Lading of all equipment /appliances	40
Inspection and acceptance of all equipment /appliances upon arrival at the FSM national government premises in Palikir, Pohnpei, FSM	30
Receipt of all relevant documentations including warranties of all equipment /appliances	20

ANNEX II

SCOPE AND TECHNICAL SPECIFICATIONS

Request for Proposal (RFP) no: 17/077

Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia

1. INTRODUCTION

The FSM national government complex is located in Palikir, Pohnpei, Federated States of Micronesia (FSM). The total estimated area of all buildings is 7,894 m² (approximately 84,970 square foot). The FSM national government complex consists of nine buildings as shown in **Figure 1-1** below. There are several administrative government departments located in these buildings as described below:

- Building A – Office of the President
- Building B – Department of Justice, FSM National Police, Department of Education, Department of Health and Social Affairs
- Building C – Department of Finance and Administration, Office of Budget, Division of Customs and Tax Administration, and Division of National Treasury
- Building D – Department of Foreign Affairs, and Office of Personnel
- Building E – Department of Resources and Development, Department of Transportation, Communication and Transportation, and Program Management Unit
- Central Facilities Building - Post Office, Immigration, and Archive (F)
- Congress Chamber Building (G)
- Congress Office Building (H)
- Judicial Court Building (I)



Figure 1-1: Location Map of the FSM National government buildings

Most of the buildings are of similar typology with one and two floors and double-sloped roof. A view of the various facilities is shown in **Figure 1-2**.



Figure 1-2: General View of the Facilities

Annual expenses for energy and water for the offices are about USD 600,000 and more than 90% of which is for energy. Historical annual energy consumption over the past three years is presented in **Table 1-3**. The total electricity consumption in 2015 was 1,347,333 kWh, which is 20% less compared to 2013. The peak energy consumption over the examined three years was in May 2014 at 155,232 kWh, which is 24 % higher than average monthly electricity consumption of the same year (125,302 kWh).

Table 1-3: Electricity Consumption for 2012-2015

Month	2013	2014	2015
	kWh	kWh	kWh
January	147,176	149,365	113,766
February	124,122	105,923	87,725
March	143,987	123,353	102,720
April	145,665	120,264	94,864
May	145,906	155,232	99,846
June	141,371	134,933	100,642
July	141,371	142,536	110,705
August	136,264	119,725	127,995
September	136,264	83,534	109,899
October	152,053	134,512	143,283
November	136,560	116,914	126,737
December	140,976	117,331	129,154
TOTAL	1,691,715	1,503,623	1,347,333

An audit of the complex was conducted in 2016 with specific recommendations on reducing electricity consumption. Using energy efficient lights and air conditioners was one of the recommendations of the audit.

2. SCOPE AND TECHNICAL SPECIFICATIONS

The Bidder shall supply the following energy efficient equipment /appliances.

2.1 LED Lights

The existing lighting is T12 linear fluorescent lamps. Lighting at the FSM national government complex consumes 109,240 kWh per year, which amounts to US\$41,511 at US\$0.38 /kWh – noting that not all installed T12 linear fluorescent lamps are in operation. The energy efficiency measure is to retrofit the existing lights with the linear LED T8 19W having the following specifications.

- Voltage: 120VAC (+/- 10%),
- Frequency: 60Hz nominal (+/- 10%) – however, likely to be within +/- 5%,
- Power Factor: 0.95 or greater,
- Total Harmonic Distortion (THD): Manufacturer to specify THD of light and for each mode (low and high power)
- Lifetime hours: 50,000 hours minimum,
- Color Rendering Index (CRI): 80 or greater
- Energy efficiency of lighting: Output modes to be high efficacy (to be specified in lumens per watt),

The lowest energy use with the best lighting output will be of highest priority. The Bidder is required to provide all documents /items relating to their submitted product including but not limited to:

- Product data sheets
- Catalog cut sheets
- Technical performance sheets
- Examples of use in similar environments with contact details of at least two end users
- Location from where each component will be sourced
- Certification to UL¹ standard and other certifications for LED quality and efficiency

The Bidder shall supply 2,745 linear LED T8 19W 120cm (4ft) with the above-mentioned specifications.

2.2 Pull Cord Switches

Pull cord switches are to be installed so as to efficiently allow for switching off lights when not needed. The picture shows an example of a pull cord switch.



¹ Underwriters Laboratories (UL), an independent product safety certification organization, has published ANSI/UL 8750 “Safety Standard for Light Emitting Diode (LED) Equipment for Use in Lighting Products” SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia. Country office: Honiara, Solomon Islands.

The Bidder shall supply 510 Pull Cord Switches

2.3 High Bay LED Luminaires

The High Bay LED luminaire is a direct substitute for Mercury Vapor lamps. High Bay LED luminaires are estimated to deliver the same level of illumination as provided by existing Mercury Vapor lamps while consuming 50% to 60% less energy.

Specifications for the High Bay LED Luminaires:

- Rated lumen output of 3,000
- Lifetime (> 50,000 hours)

The Bidder shall supply 40 High Bay LED luminaires

2.4 High-Efficiency Inverter-Type Air Conditioning

The High-Efficiency Inverter-Type Air Conditioning will replace the current window-type ones particularly those window-type ones that have $EER \leq 10$ BTU/h/W.

Specifications

- Voltage: 220V (+/- 10%)
- Frequency: 60Hz nominal (+/- 10%) – however, likely to be within +/- 5%
- The units must come with factory treatment for anti corrosion of the fins – anti corrosion treatment to be specified
- Standard copper piping kits to be provided
- PVC ducting will be used to enclose the insulated copper piping between indoor and outdoor units. PVC must be UV rated for outdoor use. Sufficient PVC including appropriate joints is to be provided for all the units.
- Weather sealed printed circuit boards (PCB) for the outdoor unit of the system. It is critical that all supplied systems have the weather sealing on the Outdoor unit PCB. Factory sealed PCBs are preferred, but third party PCB sealing is also acceptable. Please identify the sealing method and material of the PCB seal. Units without weather sealed outdoor unit PCB will not be accepted.
- Refrigerant R-410A
- Complete installation kit per unit including stainless steel wall brackets and fixtures to be provided
- $EER \geq 15$ BTU/h
- Air conditioners to have either the Energy Guide label (regulated by the US Federal Trade Commission and based on tests devised by the US Department of Energy) or the blue Energy Star label (controlled by the US Environment Protection Authority).

The Bidder shall supply 30 High-Efficiency Inverter-Type 12000 BTU ACs

3. Equipment /appliance delivery

The successful Bidder shall supply all specified equipment /appliances including necessary accessories and materials new.

4. Equipment warranty

For all supplied equipment /appliances, the successful Bidder will certify their high quality and conformity with norms and regulations in effect. The successful Bidder is to supply any documentation outlining any warranty period for the air conditioning units and the LED tubes.

Following the guarantee duties and duration, the successful Bidder is responsible for reparation or possibly a complete replacement, free of charge, of any material becoming awry under the contract of guarantee (not for specific incident like robbery, lighting bolt, vandalism or inappropriate operation by the end user, etc.)



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**Annex III
PROPOSAL SUBMISSION FORM**

*Request for Proposal (RFP) no: 17/077
Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir,
Pohnpei, Federated States of Micronesia*

RFP 17/077– Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir, Pohnpei, Federated States of Micronesia

Pacific Community (SPC)

Procurement Unit, Private Mail Bag, Suva – FIJI

Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required equipment /appliances, delivery, handling of all materials, guarantee for all products listed as per requirements and all other items described or mentioned or reasonably to be inferred from the specifications 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 tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

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

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

Date this _____ day of _____, 2017

Firm /Institution:

Signature of Witness: _____

Representative:

Address of Witness: _____

Position of Representative: _____

Signature of Representative: _____

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

For contact details – Website: www.spc.int Email: spc@spc.int

Annex IV
TECHNICAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 17/077
*Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir,
Pohnpei, Federated States of Micronesia*

PART A1 – Firm /Institution Background /Expertise

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
Can source all the necessary equipment /appliances, component and materials requested in this tender within 90 days from contract signing and have the technical expertise to provide advice to SPC and the FSM if and when needed.	
Having sound Financial Statement (Audited) over the last five (5) years	
Two contacts of referees /references of past similar projects conducted. Attach additional details as applicable.	

PART A2 – Equipment /Appliance specifications to be supplied

Where necessary attach additional information /description such as those in equipment brochures and pamphlets

#	Item Description	Specifications – where possible do provide pictures of the items to be supplied
1	Linear LED T8 19W	
2	Pull Cord Switches	
3	High Bay LED luminaires	
4	High-Efficiency Inverter-Type AC	

Annex V
FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 17/077
*Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir,
Pohnpei, Federated States of Micronesia Photovoltaic solar home systems*

Equipment /appliances

#	Item Description	Quantity	Unit Cost	Total cost per quantity	Exemptions or discounts (if any)	Total Costs (EUR)
1	Linear LED T8 19W	2,745				
2	Pull Cord Switches	510				
3	High Bay LED luminaires	40				
4	High-Efficiency Inverter-Type AC	30				

Other costs:

Areas	Cost (EUR)
Transportation to site – assuming that equipment costs cover freight costs. If not then please specify freight costs.	
Insurance	
Miscellaneous – please specify	
Total of Other Costs	

SUMMARY:

Equipment /appliances	
Other costs	
TOTAL Costs (EUR)	



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New Caledonia
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Annex VI

PROPOSAL SECURITY FORM (Applicable to the successful Bidder only)

*Request for Proposal (RFP) no: 17/077:
Supply of energy efficient equipment /appliances for the FSM national government offices in Palikir,
Pohnpei, Federated States of Micronesia Photovoltaic solar home systems*

To: SPC Suva Regional Office
Private Mail Bag
Suva
Fiji

Email: procurement@spc.int

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date.....
Name of Bank
Address

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 Email: 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 Courriel : spc@spc.int

Annex VII
SPC GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Supplier 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. SUPPLIER'S RESPONSIBILITY FOR EMPLOYEES

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

4. ACCEPTANCE OF PURCHASE ORDER

An approved Purchase Order (signed and stamped) issued by SPC for the supply of goods will be deemed as accepted by the supplier upon acknowledgement by email or in writing or by timely delivery of the goods in accordance with the terms of the purchase order. Acceptance of this purchase order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this purchase order, including these General Conditions. No additional or inconsistent provisions proposed by the supplier shall bind SPC unless agreed to in writing by duly authorized official of SPC.

5. DELIVERY TERMS

5.1 The time agreed for delivery on the purchase order or on the contract shall in all cases be final. In the event of failure to deliver on time the supplier shall be in default without notice. The supplier shall report possible non-compliance with a delivery time to SPC immediately in writing, without prejudice to his obligation to deliver on time.

5.2 In the event of failure to deliver on time, SPC shall be entitled to cancel the agreement in whole or in part by a written statement to that effect. SPC shall have the right to postpone delivery after a maximum of 30 calendar days without the thereby being in creditor's default.

- 5.3 The supplier shall be required to pack the delivered goods properly for transport.
- 5.4 In the event of rejection of delivered goods the supplier shall ensure repair or replacement at SPC's option within seven (7) calendar days. If the supplier is not able to undertake repair or replacement within the agreed time, SPC shall be entitled to have the delivered goods repaired or replaced for the supplier's account and risk.
- 5.5 SPC shall be entitled to return rejected goods for the suppliers account and risk. The supplier shall be required to accept the returned goods.
- 5.6 The Goods shall become the property of SPC at the time the Goods are delivered to SPC and after SPC has inspected and accepted them. The supplier shall take full responsibility, risk and liability for the Goods up to and until passing of the property in them to SPC.
- 5.7 All Goods delivered to SPC will be subject to final inspection and acceptance by SPC notwithstanding any prior payment. SPC may reject and return Goods which are defective or otherwise do not conform with its Purchase Order or samples. Acceptance of any Goods by SPC shall not discharge the supplier from any liability for damages or other legal remedies for any breach of any conditions or warranties contained in the Purchase Order or implied by law and if after accepting the Goods, any discrepancies or defects become known to SPC, SPC may return the Goods.

6. QUALITY ASSURANCE

- 6.1 The supplier shall guarantee that the quantity, quality and the outward appearance of the delivered goods comply with the requirements of these specifications detailed in the contract or purchase order.
- 6.2 The supplier shall guarantee that accessories, spare parts, and user's instructions belonging to the delivered goods are also delivered.
- 6.3 The supplier shall guarantee that the delivered goods are the same in all aspects as the samples and /or models provided.
- 6.4 The supplier shall guarantee that the delivered goods are or are made from new or unused materials, free from defects, free from defects in title, conform to Purchase Order, are suitable for the purpose made known to the supplier or which can be deduced from the contract or which can be expected considering the nature of SPC's operations and that the goods delivered remains suitable for this purpose for at least twelve (12) months of normal use after delivery.

7. PAYMENT TERMS

- 7.1 Upon satisfactory compliance with the delivery terms and conditions of the purchase order or the contract, SPC shall, unless otherwise provided on the purchase order, make payment within 30 days of receipt of the supplier's invoice for the goods and copies of the shipping documents specified in this purchase order.
- 7.2. The supplier shall submit only one invoice in respect to a particular purchase order, unless authorized by SPC, and such invoice must clearly make reference to the SPC purchase order number.
- 7.3. There shall be no changes to the prices, quantities and specifications of the goods shown on the purchase order except by express written agreement of SPC.

8. SUB-CONTRACTING

In the event the Supplier requires the services of sub-suppliers, the Supplier shall obtain the prior written approval and clearance of SPC for all sub-suppliers. The approval SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia. Country office: Honiara, Solomon Islands.

of SPC of a sub-supplier shall not relieve the Supplier 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.

9. OFFICIALS NOT TO BENEFIT

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

10. INDEMNIFICATION

The Supplier 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 Supplier, or the Supplier's employees, officers, agents or sub-suppliers, 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 Supplier, its employees, officers, agents, servants or sub-suppliers. The obligations under this Article do not lapse upon termination of this Contract.

11. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 11.1 The Supplier shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 11.2 The Supplier 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.
- 11.3 The Supplier 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 Supplier or its agents, servants, employees or sub-suppliers performing work or services in connection with this Contract.
- 11.4 The Supplier shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

12. 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 Supplier shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.

13. INTELLECTUAL PROPERTY

The supplier shall insure that the goods supplied to or used by SPC which are sold by the supplier does not infringe any patent, design, trade-name or trade-mark. In addition, the supplier shall, pursuant to this warranty, indemnify, defend and hold SPC harmless from any actions or claims brought against SPC pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold.

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

The Supplier shall not advertise or otherwise make public the fact that it is a Supplier with SPC, nor shall the Supplier, 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.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Supplier 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.

15.2 The Supplier 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 Supplier at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

16. ASSIGNMENT AND INSOLVENCY

16.1 Except upon receipt of written consent from SPC, the supplier shall not assign, transfer, pledge or make other disposition of the contract or purchase order, or any part thereof, or any of the supplier's rights or obligations under the contract or purchase order.

16.2 In the event the supplier is declared insolvent or should the ownership or control of the supplier's business change by virtue of insolvency, SPC may, without prejudice to any other rights or remedies, immediately terminate the contract or purchase order by giving the supplier written notice of termination.

17. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

17.1 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.

- 17.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to SPC, of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Supplier 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 Supplier 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 Supplier of a reasonable extension of time in which to perform its obligations under this Contract.
- 17.3 If the Supplier 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 17, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

18. TERMINATION

- 18.1 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.
- 18.2 SPC reserves the right to terminate this Contract for convenience and without cause at any time upon 15 days prior written notice to the Supplier, in which case SPC shall reimburse the Supplier for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination provided that the Supplier was at all times compliant with its obligations under this Contract.
- 18.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Supplier except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Supplier shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 18.4 Should the Supplier be adjudged bankrupt, or be liquidated or become insolvent, or should the Supplier make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Supplier, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Supplier shall immediately inform SPC of the occurrence of any of the above events.

19. SETTLEMENT OF DISPUTES

19.1 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 local law, or according to such other procedure as may be agreed between the parties. Each party acknowledges that monetary damages alone may not be adequate compensation for a breach of this Contract by another party and each party not in default is entitled to seek specific performance or injunctive relief from a court of competent jurisdiction

as a remedy for any breach or threatened breach of this Contract, in addition to any other remedies available at law or in equity under or independently of this Contract.

20. 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 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.

21. 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.

22. TAX EXEMPTION

22.1 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 Supplier shall immediately consult with SPC to determine a mutually acceptable procedure.

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

23. CHILD LABOUR

23.1 The Supplier 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.

23.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Supplier, at no cost to SPC.

24. OBSERVANCE OF THE LAW

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

25. 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 Supplier shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.

26. NO MERGER

The rights and obligations of the parties contained in this Contract are continuing rights and obligations and, accordingly, are not

- (a) merged or extinguished by delivery of the Goods or
- (b) prejudiced or affected by SPC's acceptance of the Goods
 - (i) under this Contract or
 - (ii) by the payment of all or part of any invoice from the Supplier

and will remain in full force and effect.

27. RELATIONSHIP BETWEEN PARTIES

The Supplier at all times shall be and act solely as an independent supplier, not as an employee of SPC. Nothing in this Contract or relationship between Supplier and SPC shall operate or be construed as creating the relationship of employer/employee, agent, partners, joint ventures or any other relationship whatsoever between Supplier and SPC. The Supplier shall have no authority to, and shall not act as SPC's agent or contractually bind or obligate SPC in any way, hold itself out as an agent of SPC or as having the authority to contractually bind or obligate SPC.
