

REQUEST FOR PROPOSAL

RFP No: RFP 18/003

DATE: 19th March, 2018

SUBJECT : **REQUEST FOR PROPOSAL – EU-ACSE: ASMC SOLAR PV HYBRID SYSTEM**

You are requested to submit a comprehensive proposal for the supply of all component of a **solar PV hybrid system** under the *Solar Hybrid Systems in Boarding Schools, Kiribati* project as funded by the European Union (EU), Component 1 of the *EU-GIZ Adapting to Climate and Sustainable Energy* (ACSE) programme.

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

- Annex I:** Instructions to bidder
- Annex II:** Scope of work and technical specifications and standards
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** SPC General Conditions of Contract for Professional Services.

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

Instructions to Bidders
Request for Proposal (RFP) no: 18/003
EU-GIZ ACSE ASMC Solar PV Hybrid System

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

1.2. The proposal has to be submitted in two separate sealed envelopes as follows:

Part A (Envelope 1) should contain the Proposal Submission form and the Technical Proposal Form.

Part B (Envelope 2) should contain the Financial Proposal Submission Form.

Both envelopes should be clearly labelled and state the appropriate parts (Part A or B) to which the proposal makes reference. The bidders must submit proposals for both Part A & Part B.

All proposals shall be submitted in signed and bound original paper copy (if a hard copy is being sent) plus separate electronic copies of Part A and Part B content (as single .doc documents on USB memory stick) or in separate emails noting Part a & Part B.

1.3. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **16th April 2018 no later than 4.00 pm Fiji time**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

1.4. 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.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- 1.5. All prices in the proposals must be presented in EURO and should be inclusive of all taxes, duties VAT as applicable. Please note that SPC is exempted from tax in several member countries, including US, Australia, New Zealand, and New Caledonia.
- 1.6. Proposals should be emailed to procurement@spc.int with the heading “RFP 18/003–ACSE-ASMC SOLAR PV HYBRID IN BOARDING SCHOOLS” or sent by courier to:
Pacific Community (SPC)
Procurement Unit – RFP 18/003
Private Mail Bag
Suva – FIJI
- 1.7. Any Proposal received by the SPC after the deadline for submission of proposals, will be rejected.

2. Request for Proposals Timelines and Due Dates

- 2.1. The timelines and due dates for the tender is fixed and no tender shall be accepted after the due date.
- 2.2. The timeline and due dates for the tender is provided in Table 2 below.

Table 2 : Tender timelines and due dates		
	Date	Time
Deadline for the submission of tenders	16 th April 2018	4.00pm (Fiji Time)
Tender opening session	19 th April 2018	10.00am (Fiji Time)
Notification of award to the successful bidder	Second week of May 2018	4.00pm (Fiji Time)
Signing of contract	Third week of May 2018	4.00pm (Fiji Time)

3. Bidders’ responsibilities

- 3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid 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.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- 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 Kiribati when provisional acceptance of the goods takes place or when the first invoice is presented.
- 3.8. The submitted proposal must be for the entirety of the quantities indicated and shall not be divided into lots.
- 3.9. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int.
- 3.10. Any prospective tenders seeking to arrange individual meetings with either SPC or the Energy Planning Unit (EPU) in Kiribati or GIZ 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 bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawals of Proposals

- 5.1. The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the Secretariat 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 bids for a period of 120 days from the deadline for submission of proposals.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- 6.2. The successful bidder will be bound by his tender 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 bid.

8. Opening and Evaluation of Proposals

- 8.1. The Proposals will be opened in the presence of the Tender 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.
- 8.3. The Tender 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 of Works 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
Background/Expertise of the firm /institution submitting proposal	22%	150

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

<ul style="list-style-type: none"> • A firm /institution with at least (five) 5 years' experience in supplying solar PV hybrid system equipment, component and materials including installation works to countries with similar operating environment and climate as Kiribati. • Can source all the necessary solar PV hybrid system equipment, component and materials requested in this tender within 90 days from contract signing and have the technical expertise to provide advice to SPC, GIZ and the Energy Planning Unit (EPU) if and when needed. • Having sound Financial Statement (Audited) over the last five (5) years 		
Summary of Technical Competencies	Score Weight	Points Obtainable
<p>Experience of firm /institution and ability related to services: supply, install and commissioning of a solar PV hybrid system as per Article 2.3 of Annex II.</p> <ul style="list-style-type: none"> • Able to supply all the solar PV hybrid equipment, components and materials that will result in a sustainable and workable system. • Able to meet the minimum technical specifications and standards for the Solar PV hybrid system provided in Annex II. • If there are any variations to the technical specifications, the firm /institution is able to provide clear clarifications and technical information supporting these variations. • Have systematic record of all Solar PV hybrid system equipment, components and materials being supplied in this bid. • Ensuring that all Solar PV hybrid system equipment, components and materials are shipped to Tarawa. • Produce and provide technical manuals for technicians that will be 	46%	320

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

<p>utilized for installation, operations, maintenance and repairs.</p> <ul style="list-style-type: none"> • Ability to make recommendations on technical specifications provided if and where required to ensure sustainability of the system • Provide technical advice to EPU, SPC, GIZ and ASMC during the installation phase if and when required. • Provide technical advice if and when technical trainings are required for the installation, commissioning and/or maintenance of the system. 		
Summary of Technical Competencies	Score Weight	Points Obtainable
<p>Resource Management and Quality Control</p> <ul style="list-style-type: none"> • Ability to replace any of the failed solar PV hybrid system equipment, components and materials during the warranty period. • Ability to provide technical quality review mechanisms and quality control systems for the Solar PV Hybrid System. • Ability to liaise with manufacturers on the replacement of any failed solar PV Hybrid system equipment, components and materials. • Provide evidence that the solar PV Hybrid system equipment, components and materials are in line and comply with the specifications as per the solar PV design report. • Detailed description of all the goods tendered and in conformity with the technical specifications and standards including any documentation required for each item, such as technical literature and certificates attesting the conformity of the products with the specification and standards provided in Annex II. 	16%	115
Proposed work plan and approach		

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

<ul style="list-style-type: none"> Detailed mobilization plans, including specific actions and time length to ensure the successful supply and shipment of all the solar PV Hybrid system equipment, components and materials. Chronological list of events and/or tasks that would be involved from accepting your tender to successful implementation, i.e. supply and shipment and remote advice. 	7%	50
Personnel provided <ul style="list-style-type: none"> Suitability of assigned personnel for the required services (provide CVs); The assigned personnel to have the relevant technical skills required for the service defined in the proposal; including: relevant experience in the renewable energy industry with a special focus on solar photovoltaic hybrids. 	9%	65
Total Scores	100%	700
Minimum score to qualify for 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. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 8.9. 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:

Financial Proposal score = (Lowest Price / Price under consideration) x 200
(Unit price for solar PV hybrid systems provided)

Financial Proposal Evaluation Form	Max. Points	Company /Bidder			
		A	B	C	D
1. Unit price for Solar PV Hybrid system provided					
Total Price for the Supply of solar PV Hybrid system	200				
Sub Total	200				
2. Other incentives & benefits					
Such as discount allowed on payments and costs with exemption of duty	100				
Sub Total	100				
Total	300				

- 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 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 the solar PV hybrid system as detailed in the Scope of Works and Technical Specifications and Standards 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.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- 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 to SPC.

ANNEX II

SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS AND STANDARDS

Request for Proposal (RFP) no: 18/003

EU-GIZ ACSE – ASMC Solar PV Hybrid System

1. PROJECT DESCRIPTION

The Alfred Sadd Memorial College (ASMC) is a boarding school on Abemama Island in the Gilbert Group of Islands. The Solar Hybrid Systems in Boarding Schools, Kiribati project is working to supply and install a solar PV hybrid energy system at ASMC for the benefit of the school, its students and the families, which live in the school compound. The system will enable the school community to access a reliable, affordable and clean supply of energy and reduce the school's dependency on the generator and the use of fossil fuel.

The European Union (EU) funds this project under Component 1 of its *Adapting to Climate Change and Sustainable Energy* (ACSE) programme.

Component 1 of the ACSE programme (EU-GIZ ACSE) is administered by the Deutsche Gesellschaft Fur Internationale Zusammenarbeit (GIZ).

GIZ has contracted The Pacific Community (SPC) to work closely with the Government of Kiribati to implement the project.

In 2017, the project team carried out a series of site assessments and developed:

- a. An energy needs and gender assessment of ASMC,
- b. A solar pv system design,
- c. A review of the existing ASMC generator, and
- d. An analysis of PV availability at the ASMC site.

a. Energy Needs and Gender Assessment - Findings

The assessment determined the following:

- I. ASMC has a current energy demand of 26kWh per day;
- II. ASMC is expected to have a near future to mid-term energy demand of 50kWh per day; and,
- III. ASMC, if it grows at current expectations, will have a need for up to 80kWh per day in the next 10 to 15 years.

b. Solar PV System Design

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

In 1017, a technical team from the Energy Planning Unit (EPU) within the Ministry of Infrastructure and Sustainable Energy (MISE) in Kiribati completed a site assessment of ASMC, validated the current powerhouse, generator, distribution grid and assessed their potential for integration with a solar PV system, which should provide 24 hour access to power.

The technical team then utilized the ‘Sunny Design’ software to help produce engineering designs and specifications for a solar hybrid system for the school.

The team determined that a 20kW system would be the optimum size for the school in the short to medium term.

c. ASMC Generator

The EPU has determined that the school’s existing generator could be integrated into the proposed system.

The main purpose of a generator would be to charge the system’s battery bank, when the system control unit detects low state of charge in the battery banks or low charging current coming from the PV arrays, and thus continuously provide backup power in the case of a system failure.

At 11 kVA the existing generator should provide an estimated 8kW, or at least 7kW, due to the generators age. 7kW is still sufficient to charge the proposed system battery banks given that the expected demand load is highly conservative.

The generator is however, quite old, so the use of an automatic transfer switch (ATS) connection to regulate battery charging from the generator is not possible.

Charging the battery bank using the generator will have to be manual using a manual transfer switch, when the batteries have reached the 50% discharge level.

d. PV availability at ASMC

The maximum available PV energy available at ASMC per month is presented in the tables below:

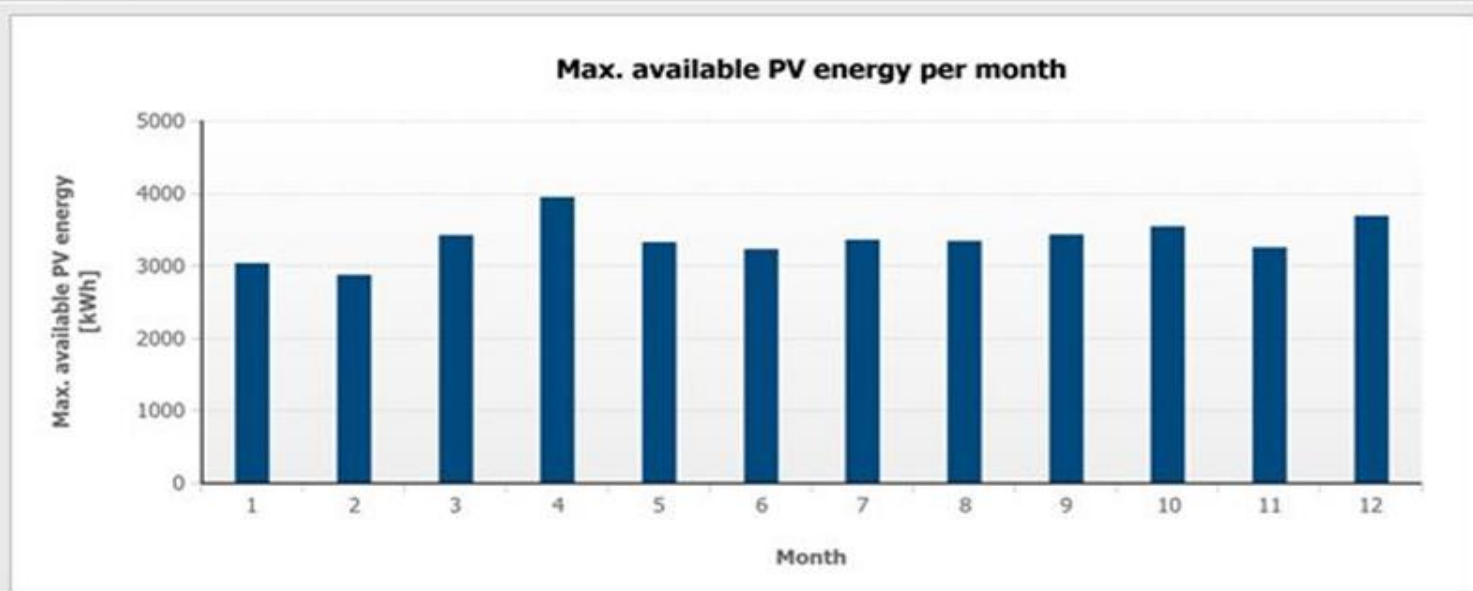
Monthly values

Project name: Alfred Sudd Memorial College

Location: Abemama/Kiribati

Project number:

Diagram



Table

Month	Max. available PV energy [kWh]	Used PV energy [kWh]	Consumption [kWh]	Solar fraction
1	3020	2605	2480	92 %
2	2855	2326	2240	92 %
3	3409	2771	2480	93 %
4	3928	2800	2400	100 %
5	3307	2576	2480	89 %
6	3210	2804	2400	100 %
7	3338	2754	2480	95 %
8	3324	2890	2480	100 %
9	3410	2689	2400	96 %
10	3530	2637	2480	92 %
11	3237	2618	2400	93 %
12	3670	2742	2480	95 %

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

2. SCOPE OF WORK

- 3.1 The subject of the bid is to supply the following items.
- 3.2.1 The solar PV system will be integrated with the existing 11kVA diesel generator as a hybrid system. The grid voltage is 230V (230V /400V).
- 3.1.1 All components of a solar PV system including interfacing accessories to enable an operating solar PV diesel hybrid system.
- 3.1.2 All cables and other accessories as described in 3.5 below.
- 3.2 All items are to be delivered to Betio, South Tarawa, Kiribati.
- 3.3 The bidder is to provide quotations for:
- 3.3.1 A 20 kW solar PV system including all accessories to enable operation of a solar PV diesel hybrid system; and**
- 3.3.2 All cables and accessories as describe in 3.5**
- 3.4 The bidder is to provide the components as per below specifications

1. Solar PV modules
<ul style="list-style-type: none"> • Minimum PV Array size of 20kW • Evenly sized series strings to be connected to PV inverter • PV Type: Monocrystalline or Polycrystalline Silicon • Output Terminal Type Multi-contact Connector Type 4 (MC4) • Installation Method Ground-Rack Mounted • 80% Power Output Warranty Period 25yrs • 90% Power Output Warranty Period 10yrs • Workmanship Warranty Period 10yrs • Australian Clean Energy Council Approved
2. Three Phase Grid Inverter with Display
<ul style="list-style-type: none"> • Rated power output of at least 20kVA • Single phase 240V/3-phase 415V, set with frequency of 50Hz with window of at least from 47-53HZ • Efficiency of at least 95% • 24 Month manufacturer's warranty • Australian Clean Energy Council Approved • PV array strings to be evenly sized with connection to the PV inverter
3. Battery Inverter/Battery Charger Unit
<ul style="list-style-type: none"> • Minimum rating of 20kVA, 3 phase 415V single phase 240V/3-phase 415V, set with frequency of 50Hz with window of at least from 47-53HZ • 48 Volt • Rated DC Charging current of at least 300 Amps • 5 year manufacturer's warranty • Programmable display and interface showing battery state of charge, DC and AC voltages, current flows in and out of battery; SD card storage of system operating parameters

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

<ul style="list-style-type: none"> • Australian Clean Energy Council approved
4. Battery Bank
<ul style="list-style-type: none"> • Gel-lead acid, OPzV technology • Battery bank nominal voltage of 48V • Battery bank capacity of at least 3150 Amp-hours at C100 rating • Cycle life performance of at least 3000 cycles at 50% depth of discharge, at 20 degrees Celsius (IU Charging) • Certified to IEC 61427, IEC 60896-21/22, DIN EN 50 272-2 • 24 month product warranty
5. Ground mounted PV Racking Structure
<ul style="list-style-type: none"> • For ground mounting • Suitable for corrosive environment (e.g. anodized aluminium) • Easy to assemble • Suitable for all soil and ground types • 10 year limited product warranty • Fittings and parts sized to provide compliance to wind rating of 80 meters/second (region D) in accordance with Australian Standard 1170.2.
6. Circuit protection, cabling and balance of system requirements
<ul style="list-style-type: none"> • Cable selection to ensure overall system cabling losses across AC and DC bus (on the generation side of main AC distribution) to be less than 5% • PV Array DC disconnects to be rated between 1.25 and 2 times the short circuit of the array (or sub-array) in which they are connected • PV Array and Inverter protection and disconnect devices must be supplied to allow installation in compliance with AS 4777 • Battery DC Fuses and Isolation Switches to be rated between 1.25 and 2 times the maximum current of either (a) charging current from the PV array, (b) output current of the inverter/charger, (c) charging current of the generator • Adequate surge and lightning protection devices to be supplied to allow installation in accordance with AS/NZS 1768 • All PV array cable; data cable, power cable, battery cable, cable trays, lugs, screws, conduits, fittings and connectors to allow balance of system wiring; consistent with an overall system cabling loss of less than 5% on the supply side of the AC distribution board • All Pillar boxes, Junction Boxes, Enclosures as required to connect the supplied PV hybrid system cable into the existing 3 phase power grid • Additional - 10 x DIN mount kWh meters to allow tracking of energy usage across households and at the school.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

3.5 The cables and other accessories required are in two sets.

3.5.1 Set 1

Required materials	Details	Quantity
16mm ² , 4 Core + Earth Underground Cable	Transmission Gen - PV System AC Box	10m
16mm ² , 4 Core + Earth Underground Cable	Transmission PV System AC Box - Pillar Box	25m
3Ø, 15A circuit breaker	Gen protection	1pc
AC Box Blue Point Connector	D/Boxes Transmission cables termination point	5pcs
Earth rod with clamp	Pillar Box protection	1 set
6mm ² earth cable	Pillar Box protection	2m

3.5.2 Set 2

Required materials	Details	Quantity
16mm ² , 4 Core + Earth Underground Cable	Power transmission between D/Boxes	220m
4mm ² , 2 Core + Earth Underground Cable	End user supply cable	500m
AC Box Blue Point Connector	D/Boxes Transmission cables termination point	60pcs
Circuit Breakers - 2A, 50 Hz, 240V	End user cable protection	40pcs
Earth rod with clamp	Pillar Box protection	15pcs
6mm ² earth cable	Pillar Box protection	24m

- 3.6 The delivery of all the components is to Betio, South Tarawa, Kiribati and should be delivered no more than 120 days from the date of signing of contract for the supply of the equipment by the bidder or a penalty fee of 5% of the total cost of the supplies will be incurred on a daily basis for the delays.

The delivery period will be stated clearly in the offer and it is up to the bidder to decide on the optimum method of delivering the supplies; however sea-freight would be a preferred option.

- 3.7 Delivery periods within this limit will have no repercussion upon the evaluation of the bids.
- 3.8 The supplies are to be made in one lot. The Bidder is to ensure that the Solar PV system components and other accessories are packaged and successfully transported to Betio, Tarawa and ready for transshipment to Abemama Island.
- 3.9 All equipment and materials for the Solar PV hybrid system will be exempted from customs duty and taxes as per current Government of Kiribati policies on all Government projects.
- 3.10 All supplies of equipment and materials for the solar PV hybrid systems must comply fully with the technical specifications set out in the tender documents and conform in all respects with the drawings, quantities, samples, measurements and instructions.

3. GENERAL AND SOLAR PV HYBRID SYSTEM HARDWARE DESCRIPTION

- 4.1 The Solar PV hybrid system is intended to provide the school administration, classrooms, general office, school electrical appliances, school shop, boys and girls dormitories, school kitchen and maneaba (currently used as a dining hall and meeting place and

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

church) with a 24 hours supply of power for use of lights, computers, photocopiers, two freezers and other school appliances.

- 4.2 Each household will have its access to the solar pv hybrid system limited to 2 amps. If households wish to augment their energy supply, they may do so through purchasing separate standalone solar systems or diesel gen-sets which are not integrated with the solar pv hybrid system.
- 4.3 The solar pv hybrid system is to have at least two days' of autonomy and thus be able to operate for two consecutive days without the need to for charging the battery bank from the pv array or generator.
- 4.4 All equipment and materials that are to be supplied will be handed over to the ASMC Management with all required operations and maintenance plans.
- 4.5 All the bidders must submit proof of their compliance to the specifications highlighted in section 3, *Scope of Works*.
- 4.6 It is imperative that all forms, templates, certificates and information requested are provided by the bidder(s). It is strongly recommended that all tender information and instructions be read carefully before the bid (tender) submission.

4. CERTIFICATION REQUIREMENTS

- 5.1 All products must have a type-test certificate from an accredited testing and certifying organisation(s) as elaborated in Annex I.
- 5.2 For local products, a certification from the Supplier and Kiribati Energy Planning Unit, Ministry of Infrastructure and Sustainable Energy, will suffice.

PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 18/003 –ACSE- ASMC Solar PV Hybrid System

RFP 18/003– ACSE - ASMC SOLAR PHOTOVOLTAIC HYBRID SYSTEM

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, delivery, handling of all materials, guarantee for all products listed as per requirements and all other items described or mentioned or reasonably to be inferred from the specifications and drawings provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the 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 _____, 2018

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

Firm /Institution:

Representative:

Position of Representative: _____

Signature

of

Witness:

Address

of

Witness:

Signature

of

Representative:

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

TECHNICAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 18/003 – ACSE-ASMC Solar PV Hybrid System

PART A – Firm /Institution Background

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
Firm /Institutional experience on supplying, installing and commissioning of solar PV diesel hybrid systems including past experiences. Please provide two contacts of referees /references of past similar projects conducted. Attach additional details as applicable.	
Name, signature and date:	

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

PART B – Technical Specifications and Quantities

System Components

#	Item Description	Quantity	Technical description – attached relevant details
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Communication and Load Shedding Wiring and Accessories

#	Item Description	Quantity	Technical description – attached relevant details
1			
2			
3			
4			
5			
6			
7			
8			
9			

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

Solar PV Hybrid System Specification Sheet

1. Photovoltaic Module(s)

- (a) Model Number _____
- (b) Type (a-Si, crystalline Si, etc.) _____
- (c) Number of cells in series _____
- (d) Open circuit voltage (Voc) _____ V
- (e) Short circuit Current (Isc) _____ A
- (f) Rated peak power (Pmax _____ Wp at STC, (Standard Testing Conditions)
- (g) V max _____ V
- (h) I max _____ A
- (i) NOCT (Nominal Operating Cell Temperature) _____ deg C
- Short Circuit Current Temp. Co efficient _____ mA/oC
 - Open Circuit Voltage Temp, Co efficient _____ mA/oC
 - Frame: The laminate should be fitted with a corrosion and torsion resistant anodized aluminum frame with extremely high mechanical stability and convenient mounting access.
 - Junction Box: Weatherproof, suitable cable entry inlets/outlets, external grounding screw, +ve and -ve terminal mark, UL/IEC certification.
- (j) Frame type/material _____
- (k) Test Certification Standard _____
- (l) Test Laboratory _____
- (Please attach I-V curve and copy of test certificate, if not supplied already)

2. Mounting Structure

- (a) Type _____ (pole)
- (b) Indicate resulting PV panel(s) inclination from horizontal _____ degrees
- (c) Material and treatment _____
- (d) Wind velocity withstand capacity _____ km/h
- (e) For the poles, indicate material and treatment _____

(Provide drawings for the solar mounting showing all the different components and inclination angle, etc and show compliance to Australian Standard 1170.2., region D (80 meters/second).

3. Battery

- (a) Model Number _____
- (b) Nominal Voltage _____ V
- Battery low voltage _____ V
 - Battery Gassing voltage _____ V
 - Max. Charging Current (Continuous) _____ V
 - Max. Discharging Current (Continuous) _____ V
- (c) Structure and material of positive plate
- i. Positive plate thickness _____ mm
 - ii. Negative plate thickness _____ mm
- (d) Capacity per battery at C/20 down to 1.75V/cell _____ Ah
- (e) Self discharge rate _____ (%/month)
- (f) Cycle life down to 50 percent of DOD _____
- (g) Total Electrolyte volume _____ liters
- (h) Electrolyte volume above plates _____ liters
- (i) Electrolyte density _____ kg/l
- (j) Number of batteries _____
- (k) Antimony content in positive plate _____ %
- (l) Number of batteries to be tested _____
- (m) DOD as a function of Voltage determined by testing _____ Yes/No
- (Please attach I-V Curve, Temp, Effect on Battery and copy of test certificates, if not supplied already)

4. Charge Regulator and Load Control

- (a) Model number _____
- (b) Rated voltage _____ V
- (c) High voltage disconnect
- i. Voltage regulation set point (Vr) _____
 - ii. Reconnect voltage (Vrr) _____
- (d) Charging Indicator? _____ (Yes/No)
- Battery Status _____
 - Charging Status _____

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- System Connection Status _____
- Other (specify) _____

- (e) Maximum current handling capacity _____ A
- (f) Type of current leakage protection _____
- (g) Voltage drop between module and battery terminals at controller/regulator _____ V
- (h) Temperature compensation? _____ (Yes/No)
- (i) LVD maximum current handling capacity _____ A
- (j) LVD set points
- i. Disconnect voltage _____ V
- ii. Reconnect voltage _____ V
- (k) Current draw with and without LEDs _____ mA, _____ mA
- (l) Short circuit protection? _____ (Yes/No)
- (m) Reverse polarity protection? _____ (Yes/No)
- (n) Electronic over current protection _____ (Yes/No)
- (o) Lightning surge protection? _____ (Yes/No)
- (p) Battery open circuit protection _____ (Yes/No)
- (q) Daily Load Limit (Ah/day) _____ (Yes/No)
- (r) Module/battery/loads disconnect method _____

(Please attach copy of test certificates, if not supplied already)

5. System Monitoring

- (a) Charging indicator type _____
- (b) Battery State-of-Charge meter/indicator? _____ Yes/No
- (d) Daily Load Limit _____ Yes/No
- (f) Indications Settings
- i. Fully Charged Suitable to Use _____ V
- ii. Energy Conservation _____ V
- iii. Other (explain) _____

6. Equipment Enclosure

- (a) Type of battery enclosure _____
- Material _____

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int

- (b) Type of controller housing _____
 • Material _____
 (c) Protection method against battery acid/fumes etc. _____
 (d) Connection boxes – IP55-5 rated? _____

7. Wiring

- (a) Wire material type _____

Wire type and cross-sections:

- (b) PV module to controller _____ mm²
 • Voltage loss factor _____ Volt/Amp/m
 • Insulation type _____
 (c) Controller to battery _____ mm²
 • Voltage loss factor _____ Volt/Amp/m
 • Insulation type _____
 (d) Controller to loads _____ mm²
 • Voltage loss factor _____ Volt/Amp/m
 • Insulation type _____
 (e) Wiring identification method (color coded/labeled) _____
 (f) Lengths of wire(s) supplied _____

Suva Regional Office

Private Mail Bag
Suva, Fiji
Email: spc@spc.int
Phone: +679 337 0733
Fax: +679 337 0021

SPC Headquarters

95 Promenade Roger Laroque
BP D5, 98848 Noumea Cedex
New Caledonia
Email: spc@spc.int
Phone: +687 26 20 00
Fax: +687 26 38 18

Annex V

FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 18/003 – ACSE – ASMC Solar PV Hybrid System

System components

#	Item Description	Quantity	Unit Price (EUR)	Total price per quantity	Exemptions or discounts	TOTAL PRICE (EUR)
1	PV modules					
2	PV modules support structures					
3	Batteries					
4	Inverter					
5	Wiring – PV module to controller and controller to battery (length = m)					

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

Other costs (EUR):

Transportation to Betio, South Tarawa – assuming that equipment costs cover freight costs? If not then please specify freight costs.	
Freight	
Insurance	
Others	

SUMMARY:

System components	
Communication and Load Shedding wiring and accessories	
Other costs	
TOTAL Bid Price (EURO)	

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

Annex VI

SPC GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

Request for Proposal (RFP) no: 18/003

ACSE-ASMC Solar PV Hybrid System

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 authorised 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 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

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

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 authorised 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 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.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

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

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

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.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji; Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ; Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

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

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.

www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).

www.spc.int spc@spc.int

or obligate SPC in any way, hold itself out as and agent of SPC or as having the authority to contractually bind or obligate SPC.

Pacific Community (SPC) Headquarters: Noumea, New Caledonia. Regional Offices: Suva, Fiji;
Pohnpei, Federated States of Micronesia; Port Vila, Vanuatu. Country Office: Honiara, Solomon Islands.
www.spc.int spc@spc.int

Siège de la Communauté du Pacifique (CPS) : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Fidji) ;
Pohnpei (États fédérés de Micronésie) ; Port-Vila (Vanuatu). Bureau de pays : Honiara (Îles Salomon).
www.spc.int spc@spc.int