

REQUEST FOR PROPOSAL (Readvertisement)

RFP No: 20/126

DATE: 03/12/2020

SUBJECT : Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency at Nuku'alofa in Tonga

You are requested to submit a comprehensive proposal for the above consultancy as per the Terms of Reference set out in Annex II

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

- Annex I:** Instructions to bidders
- Annex II:** *Scope of Works*
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Conflict of interest declaration
- Annex VII:** SPC General Conditions 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, Grant, Risk & Assets

INSTRUCTIONS TO BIDDERS

1. Submission of Proposals

- 1.1. Your proposal shall comprise the following documents:
- a. Annex III: Proposal submission form
 - b. Annex IV: Technical Proposal submission form
 - c. Annex V: Financial Proposal submission form
 - d. Annex VI: Conflict of interest declaration
- 1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **4pm, 17th December 2020 (Suva 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.
- 1.3. 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 prices in the proposals must be presented in Euro and inclusive of all taxes
- 1.5. The proposal has to be in two separate sealed envelopes as follows:
- a) **Part A (Envelope 1)** should contain the Proposal Submission Form, Technical Proposal Form.
 - b) **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.
- c) The electronic submission procedures shall be:
 - i Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject;

- ii Send in a second e-mail the financial proposal and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6. Proposals **must be** emailed to procurement@spc.int with the heading “ ***(RFP 20/126) Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency at Nuku’alofa in Tonga***”

(Refer 1.5 (c) and can (additionally) be sent by courier to:

Pacific Community (SPC)
 Procurement Unit – RFP 20/126
 3 Luke Street
 Suva,
 Fiji.

Or

Hand Delivered to:

The Pacific Community (SPC)
 Procurement Unit
 3 Luke Street, Suva, Fiji.

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

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the tender is provided in Table 2 below.

| Table 1 : Tender timelines and due dates | | |
|--|------------------|-------------|
| | Date | Time |
| Deadline for seeking clarification from SPC | 10 December 2020 | 4pm |
| Deadline for the submission of tenders | 14 December 2020 | 4pm |
| Notification of award to the successful bidder | TBC | |

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.

3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.

3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.

3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.

3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.

3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is **4pm, 14 November 2020**.

3.7.2. Any prospective tenders seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.

3.7.3. 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. The bidder's withdrawal notice shall be sent to the email address procurement@spc.int.

5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

6.1. Bidders shall be bound by their bids for a period of 120 days from the deadline for submission of proposals.

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 Procurement Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

8.4. A two-stage procedure will be utilised 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.

8.5. 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>Relevant experience of company from previous similar works Details of 3 recent projects completed or substantially completed within the last 5 years that are of similar nature to this contract</p> | 25 | 175 |
| <p>Proposed work plan and approach</p> <ul style="list-style-type: none"> • Detailed mobilization plans, including specific actions and time length to ensure the successful completion of the construction works. • Demonstrates good understanding of the scope of works involved | 25 | 175 |

| | | |
|--|-------------|------------|
| <ul style="list-style-type: none"> Chronological list of different stages of works that will be undertaken from accepting your tender to successful implementation. security measures at worksite such as boarding, signage etc. Outline any OHS and safety procedures and personnel protection in place such as hard hats, eye protection, etc. that will be used over the duration of work. Risks Identified and how they will be mitigated Environmental Considerations and Mitigation Measures Maximum of 3 months for work completion | | |
| Workforce/ Personnel provided and Subcontractors Suitability of assigned personnel for the required services The assigned personnel to have the relevant technical skills required for the service defined in the proposal. Provide details with regards to personnel’s experience (Ten (10) years for Team leader), qualification and technical expertise (Diploma or Trade Certificate in carpentry, fabrication and/or construction. Minimum of 10 years’ experience in glass and aluminium | 20 | 140 |
| Materials and Contractors Equipment – Adequacy of appropriate materials and equipment to carry out the contract | 15 | 105 |
| Insurance and Warranties <ul style="list-style-type: none"> Public Liability Insurance of the Works | 15 | 105 |
| Total Scores | 100% | 700 |
| Minimum score to qualify to Stage 2 of the evaluation process | 70% | 490 |

8.6.The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

8.7.Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

8.8.The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded maximum 300 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

| | |
|---------------------------------|---|
| Financial Proposal score | = (Lowest Price / Price under consideration) x 300 |
|---------------------------------|---|

8.9 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

8.10 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.

8.11 Bidders must quote by estimated number of working days against fee per day and overall prices for their tenders on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.

8.12 The price for the contract is inclusive of all taxes and is 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 as detailed in the Scope of Services and Technical Specifications and Standards with due consideration to SPC Procurement Policy which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.

9.2. 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 to SPC.

10. Bidder Protest

10.1. If a bidder involved in an SPC procurement process considers he is not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2. To lodge a protest, you can email complaints@spc.int with your allegations. Your protest will need to include:

- your full contact details.
- the details of the relevant procurement.
- the reasons for your protest, including how the alleged behaviour negatively impacted on your bid.
- copies of any documents supporting your grounds for protest.
- the relief that is sought.

10.3. Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

10.4. Your protest will be received in good faith and will not impact your involvement in future bids.

Scope of Works

Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency at Nuku'alofa in Tonga

1. Background

The Pacific Islands region is committed to a renewable energy and energy efficiency future based on realistic and achievable targets. The global community has adopted the 7th sustainable development goal on Sustainable Energy for All. Pacific Island Countries have adopted Nationally Determined Contributions with national renewable energy and energy efficiency targets. The private sector is viewed as a key participant in this effort to achieve the national targets.

2. Introduction

The Second Meeting of the Pacific Ministers of Energy and Transport, held from 2 to 4 April 2014, in Nadi, Fiji, endorsed the establishment of the Pacific Centre for Renewable Energy and Energy Efficiency (PCREEE). The Centre has a strong focus on private sector and industry, while supporting targeted RE&EE programs to enhance the productivity and competitiveness of key industries with high job leverage in the Pacific (e.g. agriculture, tourism, fishery, manufacturing, creative industry).

On the 26th of April 2017, the PCREEE was inaugurated at Nuku'alofa, Tonga. Phase 1 of the fabrication and furnishing of the PCREEE consisted of the supply of:

- 4 work cubicles – for 16 staff
- 16 pedestals
- 4 filing cabinets
- 1 reception desk, 1 pedestal & 1 filing cabinet
- 1 – 3m x 2.5m partition map
- window blinds
- 1 executive work station
- 1 executive meeting table
- A reception space
- An office kitchen

The SPC PCREEE Office is now considering implementation of the 2nd Phase of the Office furnishing and fabrication to ensure a fully functional office.

3. Objective

The objective of the assignment is to fabricate and furnish a conference room, an enclosed office for the Director/Manager as well as a server room within the PCREEE Office in Nuku'alofa, Tonga.

4. Scope of Works

The assignment shall include the following:

- A. Fabricate with highest professional workmanship:
 - One (1) U-shaped conference room
 - One (1) Director's office enclosure
 - One (1) server room
- B. Delivery and installation of one (1) brand new conference table
- C. Delivery of 20 brand new conference stackable chairs
- D. Delivery of 1 printing table

E. The detailed specifications of each is shown below:

Figure 1: Floor Plan of PCREEE Office

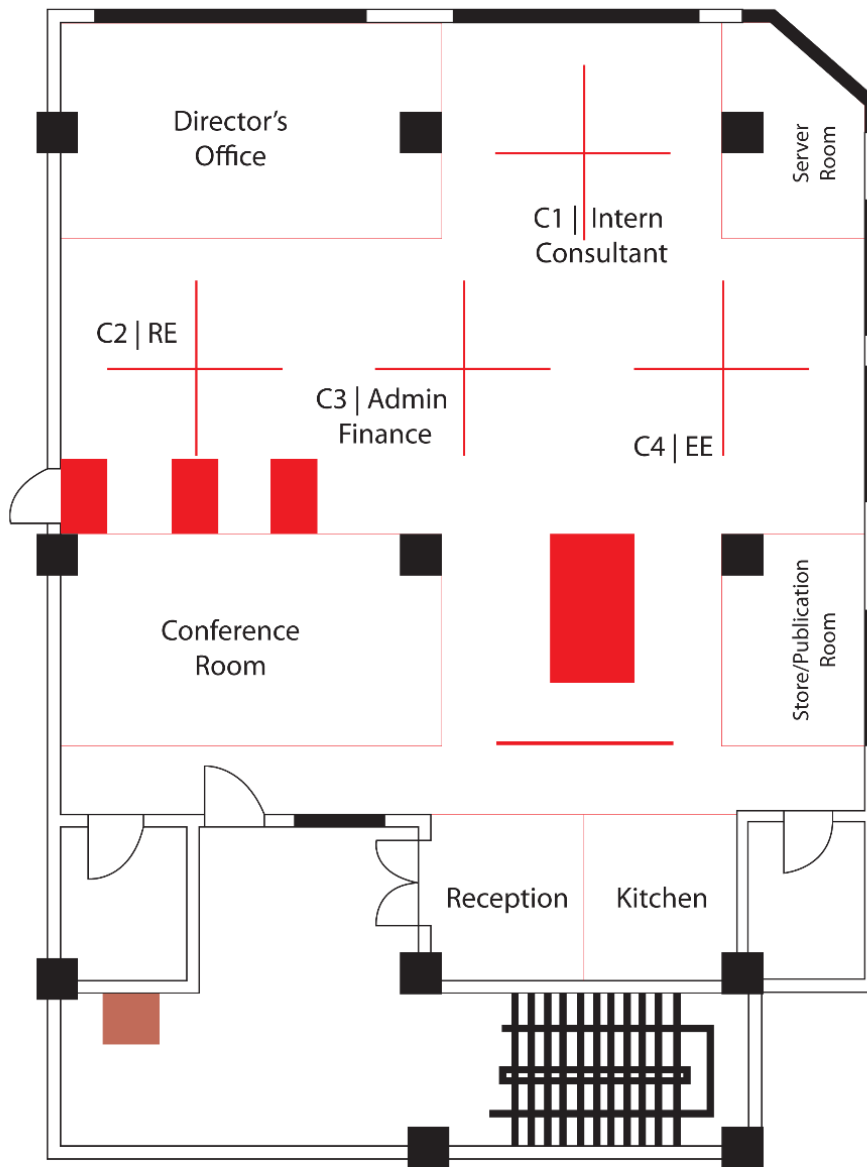


Figure 2: Description of Work Packages

| Item | Qty | Description |
|---------------------|-----|--|
| 1. Conference room | 1 | Overall Size: 6300 mmL x 3700mmW x 6300mmL x 2800mmH (U-Shaped) [wooden frames with wood on the bottom half and 5 mm clear glass on the top half plus two / 2 door entries and 4 wall power points] |
| 2. Conference Table | 1 | 4000 mmL x 1500mmW x 750 mmH All with clear finished cedar timber. |

| Item | Qty | Description |
|----------------------|-----|---|
| 3. Conference Chairs | 20 | Stackable Chairs |
| 4. Office enclosure | 1 | Overall size: 6300mmL x 3600 mmW x 6300 mmL x 2800 mmH [wooden frames with wood on the bottom half and 5 mm clear glass on the top half plus one / 1 door entry] |
| 5. Server Room | 1 | Overall size: 3600 mmL x 2500 mmW x 2800 mmH [wooden frames with wood on the bottom half and with 5 mm clear glass on the top half plus one / 1 door entry] |
| 6. Printing Table | 1 | Top in 25mm Grey Melamine, Base in 16 mm Grey Melamine Overall size: 2400 mmL x 1200 mmD x 760 mmH |

5. Expected Deliverables and Payment Schedule

The payments shall be issued based on the following key deliverables and schedules:

| Key Deliverables | Duration | Percentage of payment |
|---|-----------------------------------|-----------------------|
| Fabrication 1 U-shaped conference room | 2 months from signing of contract | 40% |
| Delivery and installation of one (1) conference table | 2 months from signing of contract | 10% |
| Delivery of 20 conference stackable chairs | 2 months from signing of contract | 10% |
| Fabrication of one (1) Director's office enclosure | 2 months from signing of contract | 20% |
| Fabrication of one (1) server room | 2 months from signing of contract | 15% |
| Retention period | 6 months from completion | 5% |

6. Timeframe

The contract shall commence at the signing of the contract and must be completed within 2 months from contract signing. Retention period for the Fabrication will be 6 months from completion.

7. Evaluation Criteria

The following criteria will be used to identify the most suitable and qualified amongst the service providers:

| Summary of Technical Competencies | Score Weight | Points Obtainable |
|--|--------------|-------------------|
| Relevant experience of company from previous similar works Details of 3 recent projects completed or substantially completed within the last 5 years that are of similar nature to this contract | 25 | 175 |

| | | |
|---|-------------|------------|
| Proposed work plan and approach <ul style="list-style-type: none"> Detailed mobilization plans, including specific actions and time length to ensure the successful completion of the construction works. Demonstrates good understanding of the scope of works involved Chronological list of different stages of works that will be undertaken from accepting your tender to successful implementation. security measures at worksite such as boarding, signage etc. Outline any OHS and safety procedures and personnel protection in place such as hard hats, eye protection, etc. that will be used over the duration of work. Risks Identified and how they will be mitigated Environmental Considerations and Mitigation Measures Maximum of 3 months for work completion | 25 | 175 |
| Workforce/ Personnel provided and Subcontractors Suitability of assigned personnel for the required services The assigned personnel to have the relevant technical skills required for the service defined in the proposal. Provide details with regards to personnel's experience (Ten (10) years for Team leader), qualification and technical expertise (Diploma or Trade Certificate in carpentry, fabrication and/or construction. Minimum of 10 years' experience in glass and aluminium | 20 | 140 |
| Materials and Contractors Equipment – Adequacy of appropriate materials and equipment to carry out the contract | 15 | 105 |
| Insurance and Warranties <ul style="list-style-type: none"> Public Liability Insurance of the Works | 15 | 105 |
| Total Scores | 100% | 700 |
| Minimum score to qualify to Stage 2 of the evaluation process | 70% | 490 |

8. Validity of Quotation

The Validity of quotation shall be stated as 120 days from the deadline for submission

9. Equipment delivery

The Contractor must supply all the specified goods / furniture to:
Pacific Centre for Renewable Energy and Energy Efficiency
Level 4 O.G. Sanft's Building
Corner of Tafua'ahau and Wellington Roads
Nuku'alofa, Tonga.

10. Progress Reporting

Biweekly progress reports shall be prepared by the contractor and submitted to the relevant SPC Personnel. The reports shall be submitted for each milestone completed or partially completed. Reporting shall continue until the Contractor has completed all work known to be outstanding.

11. REPORTING REQUIREMENTS

- The SPC representative will have free access to the site at any time. All works shall be subject to their inspections and measurements.

- The contractor will always have a competent construction manager with experience in overseeing of construction works that can manage the site.
- The contractor will be responsible for security of staff, workers and equipment and liable for all losses and damage to equipment, materials and personnel

PROPOSAL SUBMISSION FORM
Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency in Tonga

Procurement Unit

Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services as per requirements and all other items described or mentioned or reasonably to be inferred from the Terms of Reference provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgment of the Request for Proposal documents nor the acceptance of any 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.
- **The SPC general conditions of contract are not negotiable.**

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

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

Date this _____ day of _____, 2020.

Firm /Institution:

Representative:

Position of Representative: _____

Signature of Witness: _____

Address of Witness:

Signature of

Representative: _____

| |
|--|
| TECHNICAL PROPOSAL SUBMISSION FORM <u>Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency at Nuku'alofa in Tonga</u> |
|--|

PART A – Firm /Institution Background

| | |
|---|---|
| Bidders Legal Name: | |
| Year Established | |
| Business Registration certificate | |
| Physical Address: | |
| Postal Address: | |
| Telephone Contact: | |
| Fax Number: | |
| Email: | |
| Bidders Authoritative Representative | Name and Title: Telephone numbers: Address: Email: |
| Number of Employees: | |
| Having sound Financial Statement (Audited) over the last five (5) years | |
| Current Commitments Schedule that are of a similar nature to this contract. | Project 1(Name) Client Value of Contract: Contact Projected Completion Date Description of the Project Project 2 (Name) Client Value of Contract: Contact Projected Completion Date |

| | |
|---|--|
| | Description of the Project |
| Two contacts of referees /references of past similar projects conducted. Attach additional details as applicable. | Name and Title: Telephone numbers: Address: Email: Name and Title: Telephone numbers: Address: Email: |

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

| | Criteria | Responses by Bidder Confirming Expertise, Experience, Ability, Technical Skills And Resources To Provide Professional Services To SPC (please provide documentation to support your proposal) |
|----|---|--|
| 1. | Minimum organizational experience of 5 years on similar projects Details of 3 recent projects completed or substantially completed within the last 5 years that are of similar nature to this contract. (Provide pictures for illustration of projects completed) | Project 1: Project 2: Project 3: |
| 2. | Proposed work plan and approach <ul style="list-style-type: none"> Detailed mobilization plans, including specific actions and time length to ensure the successful completion of the construction works. Demonstrates good understanding of the scope of works involved Chronological list of different stages of works that will be undertaken from accepting your tender to successful implementation. security measures at worksite such as boarding, signage etc. Outline any OHS and safety procedures and personnel protection in place such as hard hats, eye protection, etc. that will be used over the duration of work. | |

| | | |
|----|---|--|
| | <ul style="list-style-type: none"> • Risks Identified and how they will be mitigated • Environmental Considerations and Mitigation Measures • Maximum of 3 months for work completion | |
| 3. | <p>Workforce/ Personnel provided and Subcontractors Suitability of assigned personnel for the required services The assigned personnel to have the relevant technical skills required for the service defined in the proposal.</p> <p>Provide details with regards to personnel’s experience (Ten (10) years for Team leader), qualification and technical expertise (Diploma or Trade Certificate in carpentry, fabrication and/or construction. Minimum of 10 years’ experience in glass and aluminium</p> <p>Provide CV’s of the qualified personnel’s</p> | |
| 4. | <p>Materials and Contractors Equipment – Adequacy of appropriate materials and equipment to carry out the contract</p> <p>(Provide the brand name for the essential components that will be supplied and demonstrate the quality, provide pictures of the furniture’s and fixtures)</p> | |
| 5. | <p>Insurance and Warranties</p> <ul style="list-style-type: none"> • Public Liability • Insurance of the Works | |

PART B - Bidder's Insurance Statement
(1 page maximum)

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of the contract

Bidder's Insurance Statement

Statement by the Bidder

In accordance with the requirements of the Request for Proposal, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful prior to entering into a contract with SPC.

We have supplied our insurer or broker with a full copy of the Request for Proposal, and they have agreed to effect on our behalf insurance policies which satisfy the Agreement's requirements for:

- **Insurance of the Works** -Insurance against loss or damage to the Equipment, the Works, temporary Works and all materials and other things brought onto a site by or on behalf of the Service Provider. The policy shall include a cross liability clause and a "principal's" clause.
- **Insurance for Public Liability** -Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a "principal's clause" and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

We acknowledge that after award of the Contract

- Evidence of the contract insurances will be completed and forwarded to SPC.
- Copies of policies and receipts for payment of the current premiums will be forwarded to SPC

We confirm that we understand and agree to the Insurance Requirements.

Signed: _____ Date: _____

FINANCIAL PROPOSAL SUBMISSION FORM
**RFP 20/126-Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy
and Energy Efficiency at Nuku'alofa in Tonga**

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

| Price Schedule- Request for Proposals | | |
|---|----------------------------|------------------------|
| | Estimated # of Days | Amount in Euros |
| Fabrication 1 U-shaped conference room | | |
| Delivery and installation of one (1) conference table | | |
| Delivery of 20 conference stackable chairs | | |
| Fabrication of one (1) Director's office enclosure | | |
| Fabrication of one (1) server room | | |
| Other related costs | | |
| Total Financial Offer | | |

CONFLICT OF INTEREST

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title _____

SPC GENERAL CONDITIONS OF WORKS**1. LEGAL STATUS**

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

The Contractor shall not discriminate against any Staff of SPC, their employee, 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 contractor 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 contractor shall be in default without notice. The contractor 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 contractor shall be required to pack the delivered goods properly for transport.

5.4 In the event of rejection of delivered goods the contractor shall ensure repair or replacement at SPC's option within seven (7) calendar days. If the contractor 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 contractor's account and risk.

5.5 SPC shall be entitled to return rejected goods for the contractors account and risk. The contractor shall be required to accept the returned goods.

6. QUALITY ASSURANCE

6.1. The contractor 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 contractor shall guarantee that accessories, spare parts, and user's instructions belonging to the delivered goods are also delivered.

6.3. The contractor shall guarantee that the delivered goods are the same in all aspects as the samples and /or models provided.

6.4. The contractor shall guarantee that the delivered goods are suitable for the purpose made known to the contractor 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 contractor's invoice for the goods and copies of the shipping documents specified in this purchase order.

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

9. OFFICIALS NOT TO BENEFIT

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

10. INDEMNIFICATION

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

11. INSURANCE AND LIABILITIES TO THIRD PARTIES

11.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

11.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

11.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

11.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

12. ENCUMBRANCES/LIENS

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

13. INTELLECTUAL PROPERTY

The contractor shall insure that the goods supplied to or used by SPC which are sold by the contractor does not infringe any patent,

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

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 Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

15.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

16. ASSIGNMENT AND INSOLVENCY

16.1 Except upon receipt of written consent from SPC, the contractor shall not assign, transfer, pledge or make other disposition of the contract or purchase order, or any part

thereof, or any of the contractor's rights or obligations under the contract or purchase order.

16.2 In the event the contractor is declared insolvent or should the ownership or control of the contractor'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 contractor 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 Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

17.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 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 without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

18.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

18.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of

the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

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 the Local Law, or according to such other procedure as may be agreed between the parties.

19.2 Arbitration

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

20. 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.

21. TAX EXEMPTION

21.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC,

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

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

22. CHILD LABOUR

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

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

23. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the terms of this Contract.

24. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional

contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.