

## **Request for quotation for the Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency in Tonga**

### **1.0 Context**

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 7<sup>th</sup> 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.

### **2.0 Project**

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 26<sup>th</sup> 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

Phase 2 of the fabrication and furnishing of the PCREEE will include the following:

- 1 U-shaped conference room
- 1 conference table
- 20 conference chairs
- 1 manager's office enclosure
- 1 kitchen
- 1 printing table
- 1 podium

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



Country office: Honiara, Solomon Islands.


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

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

The detailed specifications of each is shown below:

Item	Qty	Description	Sample Picture
<ul style="list-style-type: none"> <li>Conference room</li> </ul>	1	Overall Size: 6300 mmL x 3700mmW x 6300mmL x 2800mmH (U-Shaped)  [aluminium frames with 7.5 mm glass shaded with SPC's logo plus two / 2 door entries]	
<ul style="list-style-type: none"> <li>Conference Table</li> </ul>	1	4000 mmL x 1500mmW x 750 mmH  All with clear finished cedar timber.	
<ul style="list-style-type: none"> <li>Conference Chairs</li> </ul>	20	SEBEL's Maestro Stackable Chairs	
<ul style="list-style-type: none"> <li>Manager's Office enclosure</li> </ul>	<ul style="list-style-type: none"> <li>1</li> </ul>	Overall size: 3600 mmL x 6300 mmL x 2800 mmH  [aluminium frames with 7.5 mm glass shaded with SPC's logo plus one / 1 door entry]	See picture of the Conference Room above.
<ul style="list-style-type: none"> <li>Kitchen</li> </ul>	<ul style="list-style-type: none"> <li>1</li> </ul>	In a space of 2850 mmL x 1200 mmW, put in: <ul style="list-style-type: none"> <li>Movable partition between reception and kitchen [2850 mmL x 2600 mmH]</li> </ul>	

Item	Qty	Description	Sample Picture
		<ul style="list-style-type: none"> <li>• a single basin sink with all the plumbing works</li> <li>• 2850 mmL x 500 mmW x 750 mmH table top with 4 cabinets underneath, 1 drawer plus 2 hanging cabinets</li> </ul>	
<ul style="list-style-type: none"> <li>• Printing Table</li> </ul>	<ul style="list-style-type: none"> <li>• 1</li> </ul>	Top in 25mm Grey Melamine, Base in 16 mm Grey Melamine  Overall size: 2400 mmL x 1200 mmD x 760 mmH	
<ul style="list-style-type: none"> <li>• Podium</li> </ul>	<ul style="list-style-type: none"> <li>• 1</li> </ul>	1200 mmH with a 450mmL x 450mmW note holder top	

### 3.0 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 Taufa'ahau and Wellington Roads  
 Nuku'alofa, Tonga.

### 4.0 Validity of Quotation

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

### 5.0 Duty Free Imports

Bidder should clearly list materials and equipment imported specifically for this work and these will be subject to duty exemption under the SPC-Tonga Government Host Country Agreement.

### 6.0 Deadline and Expected completion date

Bids should be received at the PCREEE office no later than 4pm Friday 6 October [Tonga time]. Job is expected to be fully completed by Friday 15 Dec 2017.

### 7.0 Meeting and Physical Inspection

Bidders are welcome to a meeting and site inspection at the PCREEE Office at 10 - 11 am on Thursday 28<sup>th</sup> September.

**QUOTATION SUBMISSION FORM**

*Request for quotation for **the Phase 2 of the furnishing and fabrication of the Pacific Centre for Renewable Energy and Energy Efficiency in Tonga***

**Part A – Organisation Background**

<b>Registered name of Company:</b>	
<b>Year established:</b>	
<b>Physical Address:</b>	
<b>Postal Address:</b>	
<b>Telephone contact:</b>	
<b>Fax number:</b>	
<b>Email address:</b>	
<b>Contact person:</b>	
<b>Other information as necessary</b>	

**Part B – QUOTATION**

**1. Areas you are bidding for**

List the areas from amongst those outlined in this proposal that you are bidding for.

<b>Area sought</b>	<b>Years of experience in this Area</b>

**2. Cost Proposal**

<b>Specifications</b>	<b>Quantity</b>	<b>Cost (ToP)</b>
<b>Total</b>		

### 3. Payment Schedule

Submit Proposed Payment Schedule in the following format:

<u><i>Milestones/Outputs</i></u>	<u><i>Deadline (Date)</i></u>	<u><i>% Payment</i></u>

## SPC GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

**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 contractor's 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. HUMAN RIGHTS**

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

23.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

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

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

## **24. 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.

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

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