



REQUEST FOR QUOTATION (RFQ)

Date: 19th November 2021

SUBJECT: RFQ 21-276– Sustainable Energy Instructor

1. The Pacific Community (SPC) would like to invite interested and qualified bidders to submit quotations for a Sustainable Energy Instructor (SEI) to **assist the Tonga Institute of Science and Technology (TIST) in Tonga with the accreditation of the National Certificate on Sustainable Energy Levels 1 and 2 (NCSE L1 & 2) with the Tonga National Qualification and Accreditation Board (TNQAB), and to deliver / teach them at TIST.**
2. You are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).
3. Queries or questions may be emailed to solomonef@spc.int
4. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ.
5. 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(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.
6. This RFQ has been requested from at least 3 service providers and quotations will be assessed based on both their assessed abilities to achieve the outcomes and cost.
7. Please email your quotation using the Technical Submission Form in Annex II and the Financial Submission Form in Annex III to solomonef@spc.int by 5pm Fiji Time on 15th December 2021.
8. This letter is not to be construed in any way as an offer to contract with you or your organisation.

ANNEX I
TERMS OF REFERENCE

A. Project Title: Sustainable Energy Instructor

B. Background

The Pacific Community's (SPC) Georesources and Energy Programme (GEP) is one of the three technical programmes under the SPC's Geoscience, Energy and Maritime (GEM) Division. GEP embraces a holistic approach (policy and governance; technical assessment and information; capacity building and training) to successfully assist SPC members towards the Green/Blue Economy concept by achieving three main outcomes: 1) Good Governance for PICTs in Geo-resources and Energy 2) Quality Technical Assessment in Geo-resources and Energy 3) Improved Capacity Development and Data Management in Geo-resources and Energy GEP's activities assist Pacific Island Countries and Territories (PICTs) in achieving their national policy goals and nationally determined contribution commitments (NDC).

The Pacific Centre for Renewable Energy and Energy Efficiency (PCREEE) was established in 2017 as an arm of the GEP with its headquarter in Nukualofa, Tonga. The Centre has a strong focus on the 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).

The Tonga government has adopted a target to reduce the greenhouse gas emissions from its energy sector by 13% in 2030. This is planned to be achieved by generating 70% of its electricity from renewable energy and the adoption of various energy efficiency measures.

To support this target, Tonga is committed to build and strengthen the technical expertise of its people to be able to design, install, monitor and maintain these renewable energy and energy efficiency systems and measures.

The European Union Pacific Technical and Vocational Educational and Training (EU PacTVET) in Sustainable Energy and Climate Change Adaptation project was a regional project to enhance and/or create PACPs' regional and national capacity of, and technical expertise to respond to climate change adaptation (CCA) and sustainable energy (SE) challenges.

Under the PacTVET, regional qualifications on sustainable energy Levels 1 – 4 were developed.

In March 2020, through a request from the Department of Energy of MEIDECC, PCREEE signed a Letter of Agreement with the PacTVET to develop and contextualize the registered regional qualification SE L1-L4 for Tonga in collaboration with TNQAB and TIST. The contextualization of the regional SE qualifications was based on the needs of the local labour market and the local energy and education stakeholders.

In May 2020, the PacTVET signed a Letter of Agreement (LoA) with the Ministry of Education and Training (MET) whereby PacTVET will assist the TIST to deliver the NCSE

L1-L4. Under this agreement, the PacTVET conducted training of trainers workshops and procured tools and materials that would enable TIST to effectively carry out the teaching of the L1 and L2 qualifications.

In November 2020, The Board of the TNQAB approved to register the NCSE L1 and L2 as the first National Qualifications on SE for Tonga under the TNQAB’s framework and guidelines. The NCSE L1 and L2 is now therefore available to be delivered by any Technical Institute or TVET provider in Tonga but with the accreditation approval of the TNQAB.

The engagement of a Sustainable Energy Instructor will deliver the NCSE L1 and L2 at TIST thereby creating sustainable energy business start-up opportunities for the youths of Tonga.

C. Scope of Work

The Consultant will undertake the consultancy work in close collaboration with the PCREEE, TIST and TNQAB.

The specific tasks for the Consultant will generally include but not limited to the following four (4) broad tasks:

- 1. Support the Accreditation site Visit and requirement of the TNQAB.**
 - Assist to achieve quality SE moderation, training and assessment outcomes and quality education standards required by TNQAB.
 - Assist to ensure that the TIST quality management system is followed by sustainable energy department activities.
 - Delivery of Sustainable Energy programs at TIST & ensuring those programs meet the standards required by TIST and the TNQAB and satisfy the needs of Sustainable Energy Association and Industries.
 - Assist with the day-to-day activities of Sustainable Energy Department of TIST.
 - Monitor student progress and welfare and maintain systems for student guidance and support.
 - Co-ordinate and implement a repair and maintenance of the SE teaching and practical resources, facilities and materials at TIST.

2. Deliver the NCSE L1 and L2 at TIST.

The consultant will deliver the NCSE L1 and L2 in accordance with the Generic Roles, Outputs and KPIs given below:

GENERIC ROLES	
OUTPUTS	Key Performance Indicators (KPIs)
PLANNING	

<p>Assist the deputy principal and the principal in the following:</p> <ul style="list-style-type: none"> • Prepare and plan the yearly activities for the department. • Use TNQAB-approved qualification documents to prepare the SE working schemes, syllabus, course outline, material order, inventory and requirements for the annual training package. • Prepare the appropriate learning materials, assessments and resources to enhance learning and sustainability of programs. • Preparation and implementation of quality teaching methods. • Develop and maintain discipline and safety within the Department. • Prepare and develop repair and maintenance program for the facility, tools and equipment of the SE program. • Perform any further duties assigned by the Deputy Principal and the Principal from the time to time. 	<ul style="list-style-type: none"> • Calendar plan for the department in place and ready • Scheme, syllabus, course outline, assessment guides, material order, inventory and training package for all the SE qualification are ready before each qualification are delivered. • Documentation of the materials for the courses, classroom and workshop are ready. • Evidence for the delivery of the SE courses, classroom and workshop are ready. • Safety signs and procedure are in place. • Confirmed visiting schedules for student at workplaces, • Repair and maintenance program for the department and evidence of for carry out the plans. • Keeping up to date of hard copy and electronic records of all necessary documents. • Good team work within the department.
ORGANIZING	
<p>Assist the Deputy Principal in the following:</p> <ul style="list-style-type: none"> • Organize course of study in respective SE levels • Identify and organize appropriate teaching resources, tools and equipment for the safety and welfare of student and instructors in respective levels or stages. • Organize teaching materials, checking and assessing student's progress and giving feedback. • Organize schedule timetable for theory and practical activities. • Organize RPL (Recognition of Prior Learning) or RCC (Recognition of Current Competencies) program in their respective level. 	<ul style="list-style-type: none"> • Work is conducted in the institute is efficient, accurate and timely manner. • Demonstrate use of appropriate teaching resources and safety. • Inventory, classroom and workshop and documentation for assessment. • Document for RPL and RCC are ready and evidence for conducting RPL and RCC for • Keeping up to date of hard copy and electronic records of all necessary documents. • Organize required student workplace attachments
LEADING	

<ul style="list-style-type: none"> • Lead by example demonstrating good instructor. • Conduct/monitor safe training environment both for instructors and students. • Attending staff meeting, staff development and serve on committees as requested. • Advise and counselling students toward their study and other opportunity. • Looking for the latest testing equipment and machines suitable for the SE courses. • Working towards local recognition of TIST's program. 	<ul style="list-style-type: none"> • Demonstration of good instructor attributes. • Observe safety precaution of everything under the department. • Evidence from staff meeting, staff development and committees involve. • Evidence on finding and implementation. • Effective, professional relationship are developed records of all necessary documents for accreditation and audit of the department. • Support the establishment of the SE association.
CONTROLLING	
<ul style="list-style-type: none"> • Demonstrate high level professionalism in delivering monitoring and assessing all courses under the department. • Stay current and up to date with the development in the field of SE. • Maintain current license, certificate or other professional credential required. • Checking and assessing student's progress and giving feedback. • Checking and updating all required documents of the Department. • Control and maintain the facilities, resources and material of the department. • 	<ul style="list-style-type: none"> • Participated in SE qualifications review with TNQAB. • Attending short/long term training, meeting workshop and other related activities. • Performance and skills levels are maintained and improved through a combination of staff development and appraisal. • Keeping up-to-date of hard copy and electronic records of all necessary documents. • Keeping up-to-date facilities, resources and materials. • Conduct competency-based assessment. • Moderate assessment • Keeping up-to-date record of student assessment results. • Conduct end-of-training evaluation
TECHNICAL	
<ul style="list-style-type: none"> • Responsible for the variety of SE courses, maintain and repair needed. 	<ul style="list-style-type: none"> • Learning everything from basic SE system to advanced and more.
<ul style="list-style-type: none"> • Visit, guide and look after student during their workplace attachment. • Get feedback from employer about student performance. 	<ul style="list-style-type: none"> • Evidence and record in place. • Record and present of employer feedback of improvement.
<ul style="list-style-type: none"> • And carry out any other duties may directed by Deputy Principal, principal and DCEO. 	<ul style="list-style-type: none"> • Timeliness and accuracy of carrying out other tasks as directed.
<p>Reports Directly to:</p>	<ul style="list-style-type: none"> • Head of Department, SE department and/or deputy principal, TIST.

OUTPUTS	Key Performance Indicators.
<ul style="list-style-type: none"> Confidently deliver all the SE courses offer under the department both theory and practical. 	<ul style="list-style-type: none"> Fulfil teaching hours and student satisfaction. Record and evidence in place like appraisal.
<ul style="list-style-type: none"> Competently carry out assessment in processes in assessing the performance of student and accuracy in reporting. 	<ul style="list-style-type: none"> Student satisfaction Record and evidence in place
<ul style="list-style-type: none"> Design and review SE course material for the department (training package) 	<ul style="list-style-type: none"> Record and documentation in place. Satisfactory audit result from TIST and TNQAB. Training resource need and analysis in place.
<ul style="list-style-type: none"> Supervise and guide student in the department to be successful in their study. 	<ul style="list-style-type: none"> Increasing number of successful students from the Department.
<ul style="list-style-type: none"> Management of classroom and workshop of the department. 	<ul style="list-style-type: none"> Well organized and safe classroom and workshop
<ul style="list-style-type: none"> Maintenance of classroom, training resources, tools and equipment and ground area. 	<ul style="list-style-type: none"> Maintenance plan in place and evidence or carry out the plan. Updated inventory in place.
<ul style="list-style-type: none"> Coordinate and guide teachers who deliver TIST program at the high school. Conduct moderation to high schools who deliver TIST program. 	<ul style="list-style-type: none"> Improved performance of teachers at high school. Record and report on moderation.
<ul style="list-style-type: none"> Visit, guide and look after student during their workplace attachment. Get feedback from employer about student performance. 	<ul style="list-style-type: none"> Evidence and record in place. Record and present of employer feedback of improvement.
<ul style="list-style-type: none"> And carry out any other duties may directed by Deputy Principal, principal and DCEO. 	<ul style="list-style-type: none"> Timeliness and accuracy of carrying out other tasks as directed.
<p>Reports Directly to:</p>	<ul style="list-style-type: none"> Head of Department, SE department and/or deputy principal, TIST.

3. Reporting and Visibility:

- a. Prepare activity/period/progress reports on the delivery of the NCSE L1 and L2.

- b. Coordinate stakeholder awareness and consultation efforts of PCREEE and energy stakeholders to promote the National Qualifications as well as providing inputs to the development of the NCSE L3 and L4.
- c. Prepare visibility and promotional materials for the local media outlets.

D. Expected Outputs

The consultant will be required to deliver the following outputs at the indicative time:

Deliverables	Delivery Date	Estimated Person Days
1. Progress Report annexing consultation meetings reports and discussions & a draft work working plan and the accreditation site visit report	One month after signing contract	20
2. Progress Report annexing updates from the students registration and teaching of the NCSE L1 and each unit standards and TNQAB moderation and assessment reports	2 months after signing contract	20
3. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	3 months after signing contract	20
4. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	4 months after signing contract	20
5. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB	5 months after signing contract	20

Deliverables	Delivery Date	Estimated Person Days
moderation and assessment reports		
6. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	6 months after signing contract	20
7. Progress Report annexing updates from the students registration, teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	7 months after signing contract	20
8. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	8 months after signing contract	20
9. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	9 months after signing contract	20
10. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports	10 months after signing contract	20
11. Progress Report annexing updates from teaching of the	11 months after signing contract	20

Deliverables	Delivery Date	Estimated Person Days
NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4 and TNQAB moderation and assessment reports		
12. Final Report on the students registration and the teaching of Levels 1 & 2, feedback from students and faculty as well as from the industry as well as recommendations to the accreditation and teaching of Levels 3 & 4 and TNQAB moderation and assessment reports	12 months after signing contract	20

E. Institutional Arrangements

The Consultant will be directly responsible to the Manager - PCREEE at the SPC PCREEE Office, Level 4- O.G. Sanft Building, Nuku'alofa, Tonga through the Deputy Director of TIST. In this case, the reporting and any matter relating to the consultancy work should be referred to the Manager - PCREEE.

F. Duration of the Work

The consultancy work is expected to start in January 2022 and to be completed within 12 months from contract signing.

G. Duty Station

The Consultant will work directly from TIST and reporting to the Deputy Director of TIST on a daily basis. The Consultant will also have a duty station at the office of PCREEE to support the delivery of his/her outputs.

H. Qualifications, professional experience and key skills

The Consultant must meet the following:

1. Teaching staff at TIST must have:
 - a. Diploma in Energy/Sustainable energy (or a related field) plus 3 years relevant industry experience
 - b. A relevant qualification as a trainer or assessor in TVET;
 - c. A valid first aid certificate.
2. Physical resources (satisfied with standard of computers and internet access, and other class room resources);
3. Experience in drawing up work and assessment plan and have experience with TNQAB accreditation procedures.
4. Proven history of successfully planning and coordinating energy training workshops and investment forums, consultancy studies, community consultations and meetings

5. Excellent networking in the energy and environment sector as well as the business community of Tonga
6. High-level verbal and written communication skills

I. Proposal Evaluation Matrix

The technical component, which has a total possible value of 70 points, will be evaluated using the following criteria:

Requirement	Score weight (%)	Points attainable
1. Teaching staff must have: a. At least a Diploma in Energy/Sustainable energy (or a related field) plus 3 years relevant industry experience b. A relevant qualification as a trainer or assessor in TVET; c. A valid with a first aid certificate.	20	20
2. Physical resources (satisfied with standard of computers and internet access, and other class room resources);	15	15
3. Experience in drawing up work and assessment plan and have experience with TNQAB accreditation, moteration and assessment reports	15	15
4. Proven history of successfully planning and coordinating energy training workshops and investment forums, consultancy studies, community consultations and meetings	20	20
5. Excellent networking in the energy and education sector as well as the business community of Tonga	15	15
6. High-level verbal and written communication skills	15	15
Total	100%	100
Qualification score	70%	70

The total allocated budget for this consultancy is USD 15,000.

The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services provided to SPC. The lowest financial proposal will be awarded maximum of 30 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:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 30$$

J. Scope and Bid Price and Indicative Schedule of Payments

- The contract cost will be paid based on achieving each set-out milestone as shown in the table in this section.
- The remuneration rate should cover all associated expenses, as no additional payments will be made beyond the agreed contract.
- In full consideration of the complete and satisfactory completion of the activities specified in section C, the contractor shall be paid in accordance with the following milestones.

Milestones/Output	Deadline/Date	% Payment
1. Progress Report annexing consultation meetings reports and discussions & a draft work working plan and the accreditation site visit report.	One month after signing of contract	10%
2. Progress Report annexing updates from the students registration and teaching of the NCSE L1 and each unit standards.	2 months after signing of contract	8%
3. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	3 months after signing of contract	8%
4. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	4 months after signing of contract	8%
5. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	5 months after signing of contract	8%
6. Progress Report annexing updates from teaching of the NCSE L1 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	6 months after signing of contract	8%
7. Progress Report annexing updates from the students registration, teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	7 months after signing of contract	8%
8. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4..	8 months after signing of contract	8%
9. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	9 months after signing of contract	8%
10. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards and inputs to the development of the NCSE L3 and L4.	10 months after signing of contract	8%
11. Progress Report annexing updates from teaching of the NCSE L2 and its Unit Standards	11 months after signing of contract	8%

Milestones/Output	Deadline/Date	% Payment
and inputs to the development of the NCSE L3 and L4.		
12. Final Report on the students registration and the teaching of Levels 1 & 2, feedback from students and faculty as well as from the industry as well as recommendations to the accreditation and teaching of Levels 3 & 4.	12 months after signing of contract	10%

ANNEX II Technical and Financial Proposal Submission Form RFQ 21-276

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details as applicable.	

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
A. The consultant must have: a. At least a Diploma in Energy/Sustainable energy (or a related field)	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
1. Teaching staff must have: a. At least a Diploma in Energy/Sustainable energy (or a related field) plus 3 years relevant industry experience b. A relevant qualification as a trainer or assessor in TVET; c. A valid with a first aid certificate.	
2. Physical resources (satisfied with standard of computers and internet access, and other class room resources);	

3. Experience in drawing up work and assessment plans and have experience with TNQAB accreditation procedures.	
4. Proven history of successfully planning and coordinating energy training workshops and investment forums, consultancy studies, community consultations and meetings	
5. Excellent networking in the energy and education sector as well as the business community of Tonga	
6. High-level verbal and written communication skills	

ANNEX III
Financial Proposal Submission Form
RFQ 21-276

Part A: Undertaking

1. I agree that if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, I confirm that I have examined all the RFQ documents for the consultancy to support the implementation of the PCREEE's Annual Work Plan 2021-2022 in the Solomon Is.
3. I agree to complete the services for the price stated in the remuneration.

Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (USD)
Professional fees	
Management and operating costs	
Total financial offer (inclusive of all taxes)	

Part B: 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

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

Part C: Privacy notice

1. I understand that my bid and my personal information will be stored and used by SPC in accordance with SPC's Privacy Policy and Guidelines for handling personal information of bidders and grant applicants. Please inform SPC if you would like copies of the policy or guidelines.

2. If successful, I understand that SPC will disclose information such as my name and my company's name, and the amount of the award on SPC's website.

Name:

Title:

Signature:

Date

ANNEX IV
Due diligence questionnaire
RFQ 21-276

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:

- a. Passport
- b. Driver's license
- c. Voter card or other government-issued identity card
- d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:

- a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
- b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

2. Does your entity have foreign branches and/or subsidiaries? Yes No

3. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches Yes No N/A

Domestic subsidiaries Yes No N/A

Overseas branches Yes No N/A

Overseas subsidiaries Yes No N/A

4. Is your entity regulated by a national authority? Yes No

If you answered 'yes' please specify the name:

.....

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No

If you answered 'yes', please send SPC your policy in English

6. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's

contact details:.....

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

8. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

9. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

ANNEX V
SPC GENERAL CONDITIONS OF CONTRACT
RFQ 21-276

1. LEGAL STATUS

The Contractor has the legal status of an independent Contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 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.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services.

SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor may not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of SPC.

6. SUB-CONTRACTING

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the

Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this contract.

7. 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.

8. INDEMNIFICATION

8.1 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 obligation does not extend to actions and omissions of SPC.

8.2 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.

8.3 The obligations under this clause do not lapse upon termination of this contract.

9. FRAUD AND CORRUPTION

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss

or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 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.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

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

11. 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.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this contract. This includes derivative works created as a result of products created pursuant to this contract.

13.2 At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents, and generally assist in securing such proprietary rights and transferring them to SPC.

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

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

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 without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

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. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC 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.

16.2 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.

16.3 The Contractor is responsible for payment of their own income taxes.

17. CONFLICT OF INTEREST

17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

1. verify that the Contractor's action is appropriate,

2. require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its *Social and Environmental Responsibility Policy*.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

Child protection

18.3 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. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.4 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.

Human rights

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 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.

Gender equality and social inclusion

18.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take

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all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been Informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

1. "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
2. "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
3. "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 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.

Environmental responsibility

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

19. ANTI-MONEY AUUNDERING/COUNTER TERRORISM FINANCING

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

1. "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the

predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

2. "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 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.

20. OBSERVANCE OF THE LAW

The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this contract.

21. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

22.1 Force majeure for the purposes of this contract means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. 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.

22.3 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 clause, 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.

22.4 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 clause 23 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other

party. The initiation of arbitral proceedings in accordance with clause 24 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days 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.

23.3 In the event of any termination by SPC under this clause, 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.

23.4 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.

24. SETTLEMENT OF DISPUTES

24.1 The Parties will 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.

24.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. 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.

25. 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.