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## REQUEST FOR QUOTATION

Date: 16/12/2019

### **SUBJECT: Delivery of promotional materials and public awareness on small –scale grid connected and net metering in FSM States**

The Pacific Community (SPC) would like to invite interested and qualified individuals and organisations to submit quotations for a consultancy work on the development and delivery of promotional incentive programs on net metering in the FSM states.

1. Bidders are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).
2. Queries or questions may be emailed to [koine@spc.int](mailto:koine@spc.int)
3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.
4. 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.
5. All prices quoted shall be in **EUR** and be inclusive of all costs related to the consultancy work (travel costs) and any applicable taxes.
6. This RFQ has been advertised regionally and quotations will be assessed based on both 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 [koine@spc.int](mailto:koine@spc.int) by **4 pm Fiji time on 23 December 2019.**

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

**ANNEX I**

**TERMS OF REFERENCE**

**Delivery of promotional materials and public awareness on small –scale grid connected and net metering in FSM States**

**A. Project Title:** Enhancing investments in small-scale renewable energy technologies in the FSM

**B. Background**

The Federated States of Micronesia (FSM) spends over US\$50m on imported diesel for its domestic consumption. Most of this is used for electricity generation resulting in an average tariff of about US\$0.50 per kWh. The FSM national energy policy has set a renewable energy (RE) target of 30% and energy efficiency (EE) target of 50%. The current priorities for the FSM as outlined in the respective state energy action plans identify the need to increase the penetration of RE.

Electricity supply at the four states is provided by four independent power utilities. The power utilities' past experiences with post pay customers on monthly tariffs incurring high debts have all the state utilities reverting to prepayment meters for ease of debt and revenue collection. The number of customers has increased over the past years particularly in the residential sector. It is estimated that 2400 customers still do not have access to prepayment meters. These have put strain on the power utilities in terms of investing in new infrastructure and equipment.

Over the past years major renewable energy interventions in the FSM have been limited to 1.2MW of grid connected solar PV systems and a 725kW hydropower at the main islands, 133.3kW of stand-alone solar PV systems for public facilities (schools and health centres) and 322.58kW of solar PV micro grids for the outer islands – a total of 2.381MW of RE.

The penetration of RE in the FSM has been limited to electricity generation for public facility and community installations and all grant funded. There are currently no incentive programmes targeted at the residential and commercial sector for investment in RE.

Small-scale grid connected RE systems has been proven in other PICTs to be popular provided there are incentives in place for investment by the general public and the private sector. At the policy level, some states have amended regulations to allow for additional small-scale grid-connected RE systems from the public and private sectors. A promotional and awareness programme is one of the keys to having the involvement of the public and private sector participation on small-scale grid connected RE systems.

The project has developed awareness materials such as pamphlets and posters on net metering and supply and installations of solar PV grid connections with net meters.

The project is supplying a 3kW solar PV systems and net meters (single phase and 3-phase net meters) for each of the four states. These solar PV systems with net meters are to be installed at selected prominent sites as demonstration and educational installations. The selected sites are:

- Pohnpei State – Public Library and Gym
- Yap State – Small Business Office
- Chuuk State – Small business Office
- Kosrae – Government House

Other activities relating to net metering;

- (i) Development of PUC net meter operational manual;
- (ii) Procuring 80 net meters to distribute to the utilities;
- (iii) Power points presentations on net meters; what it entails and its benefits
- (iv) Training on solar PV grid connected with net metering a practical component to be set up at FSM COM
- (v) Accredited training curriculum to be taught at the FSM College (FSMCOM) on solar PV Grid connected installations
- (vi) Landing sites showing all net meters promotional materials: <http://phpstack-269780-847707.cloudwaysapps.com/>
- (vii) Development and Printing of net metering promotional materials

The FSM ACSE project objective is to contribute to enhancing energy security in the FSM with the focus on contributing to the national energy policy target for renewable energy and the reduction of fossil fuel use for power generation. Specific outcomes are: (a) increased penetration of renewable energy; **(b) increased investment on small-scale RE installations for grid connection;** (c) contribution to achievement of national energy policy targets on RE; and (d) diversification of the RE mix by addition of small-scale grid connected RE systems.

This terms of reference outlines the areas of work for development and delivery of incentive promotional program on net metering to the public and private sector.

Key partners in the project will be the FSM Resource and Development (FSM R&D), FSM Development Bank (FSMDB), FSM COM and FSM State Power Utilities and State Governments. While the targeted customers are the private sectors and business communities.

### C. Scope of Work

The assignment entails the following key tasks:

- Develop the net metering promotion and public awareness program for approval by the project key partners;
- Review drafts public awareness materials including hardware solar systems;
- Conduct public awareness workshops in the 4 FSM states in collaboration with FSM Utilities other key partners and
- Assist in the installation of solar PV demonstration systems with net meters in the selected sites in Pohnpei, Kosrae, Chuuk and Yap;

### D. Expected Outputs

- Business, private and local communities are aware of the net metering program and benefits
- At least 4 Workshops/trainings on net metering conducted;
- Installed grid connected solar PV and net metering demonstration systems (3kW) in selected sites;
- Increased uptake of Grid Connected PV systems and net meters

### E. Institutional Arrangement

A Consultant will be contracted by SPC with reporting responsibilities to the FSM ACSE Project Manager

### F. Duration of the Work

All deliverables are to be completed by **30 April 2020.**

## G. Travel

All travel costs of consultant (s) to Pohnpei and to the three other states of FSM should be included in the Quotation offered.

## H. Qualifications and experience

It is expected that the Consultant would have the following:

University degree in either policy, marketing, finance, energy, or other relevant discipline suitable for the described tasks. At least (three) 3 years' experience in providing similar services – preference would be given to those that had worked in the FSM on similar services.

## I. Propose Evaluation Matrix

Requirements	Score Weight (%)
Qualification/Expert knowledge of marketing, promotional incentives and energy sector mainly on net metering	40
Experience in delivery of public awareness and promotional activities	20
Knowledge of, or experience working in the FSM and in the Pacific region	10
Total	70%
Price	30%
<b>Total Score</b>	<b>100%</b>

## J. Scope and bid price and Timeframe Schedule of Payments

The consultant will be paid in lump sum based on milestone, as per the table below. All costs proposals should be **submitted in EURs** and should be inclusive of all costs including travel costs if required.

Milestones/output	Deadline	% payment
Signing of Contract	10 January 2020	10%
Review of Marketing, Promotion and Awareness Materials and verifications of Solar PV demonstration systems	31 January 2020	30%
Conduct Promotion and Public Awareness Workshops in Pohnpei, Yap Chuuk and Kosrae State including installation of small scale PV systems and net meters at the selected sites	1 – 22 March 2020	40%
Promotional and Public Awareness Report submitted to GIZ and SPC	29 March 2020	20%

**ANNEX II**  
**Technical Proposal Submission Form (Form A)**  
**Request for Quotation: “Delivery of promotional materials and public awareness on small –scale grid connected and net metering in FSM States”**

**PART A – Background**

<b>CRITERIA</b>	<b>RESPONSE BY BIDDER</b>
Registered Name:	
Year Established	
Physical Address:	
Postal Address	
Telephone Contact:	
Email:	
Contact Person	
Position of Contact Person:	
Number of Employees:	
Firm/Institutional experience on development of Bills and Regulations. Please provide two contacts of referees/references of past similar projects conducted. Attach additional details as applicable.	
Name, signature and date:	

**PART B – Responses to Scope of Work**

<b>CRITERIA</b>	<b>RESPONSE BY BIDDER</b>
Ability to review public awareness materials on net metering and other incentive programs	
Ability to conduct awareness and workshops on the Net metering	
Ability to support the installations of solar PV grid connected systems and net meters	

**ANNEX III**  
**Financial Proposal Submission Form (Form B)**  
**Request for Quotation “Delivery of promotional materials and public awareness on small-scale grid connected and net metering in FSM States”**

**Part A: Declaration**

1. The undersigned consultant propose and agrees if this quotation is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this quotation, consultant represents that he/she has examined all the RFQ documents to provide services to SPC GEP.
3. Contractors agree to complete the services for the following price (VIP) <sup>1</sup>

Particulars	Rate/lump sum	Amount (EUR)
Review the net metering, marketing, promotional materials and hardware components		
Conduct public awareness workshops/trainings on net metering		
Installation of solar PV systems and net meters at demonstration sites		
Other costs		
<b>Total</b>		

\_\_\_\_\_

Print name and sign

\_\_\_\_\_

Date

Title\_\_\_\_\_

<sup>1</sup> Includes local taxes and VATs where applicable.  
 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](http://www.spc.int) Email: [spc@spc.int](mailto:spc@spc.int)

**ANNEX IV**

**SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

**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, traveller, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

**4. SPECIFIED PERSONNEL**

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

**5. ASSIGNMENT**

The Contractor shall 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**

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.

**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.

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## **8. 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.

## **9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

## **10. 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.

## **11. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, 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.

## **12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

SPC shall be 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. 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 in compliance with the requirements of the applicable law.

### **13. 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.

### **14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

14.1 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.

14.2 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.

### **15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

15.1 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.

15.2 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.

15.3 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 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

### **16. TERMINATION**

16.1 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.

16.2 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.

16.3 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.

16.4 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.

## **17. SETTLEMENT OF DISPUTES**

### **17.1. 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.

### **17.2. 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.

## **18. 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.

## **19. TAX EXEMPTION**

19.1 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.

19.2 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.

## **20. CHILD LABOUR**

20.1 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

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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.

20.2 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.

## **21. HUMAN RIGHTS**

21.1 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.

21.2 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).

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

21.4 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.

## **22. 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.

## **23. 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.