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Date: 15 September 2020

REQUEST FOR QUOTATION (RFQ 20/046)

SUBJECT: Drafting of Energy Efficiency Regulation for Palau

1. The Pacific Community (SPC) would like to invite interested and qualified individuals and organisation to submit quotations for a consultancy work on the drafting of energy efficiency regulation for Palau.
2. Bidders 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 makeretal@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 without any change in price or other terms and conditions.
5. SPC reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Quotation 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. All prices quoted shall be in **EUR** and be inclusive of all costs related to the consultancy work and any applicable taxes.
7. This RFQ has been advertised regionally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
8. Please email your quotation using the Technical Submission Form in Annex II and the Financial Submission Form in Annex III to makeretal@spc.int by **4 pm Fiji time on 24 September 2020**.
9. The SPC General conditions of contract (Annex IV) are not negotiable.
10. This letter is not to be construed in any way as an offer to contract with your organisation.

ANNEX I

TERMS OF REFERENCE

Drafting of energy efficiency regulation for Palau

A. Project Title:

Drafting of energy efficiency regulation for Palau

B. Project Description

Palau's Nationally Determined Contribution (NDC), endorsed in 2016, targets 22% energy sector emission reductions below 2005 levels by 2025, 45% renewable energy target by 2025, and 35% energy efficiency target by 2025.

Nationally Determined Contributions (NDCs) are national plans which highlight the country's climate actions through climate related targets, policies and projects to reduce national emissions and adapt to the impacts of climate change. As a signatory to the Paris Agreement, Palau is required to prepare, communicate and maintain successive NDCs in contribution to global climate action. Palau's NDC target could be met from energy (electricity generation), transport and waste sectors.

Achieving Palau's NDC energy efficiency target requires:

- Increasing the Energy Retrofit Program;
- Instituting a Tropical EE Building Code;
- Adopting the Energy Star Appliance Standard;
- Implementing an Energy Labelling Scheme;
- Significantly expanding the Cool Roof Program;
- Expanding the Energy Audit program to include all government and non-government buildings;
- Enhancing the Building Managers Working Group; and
- Improving the Wastewater Infrastructure.

The Regional Pacific NDC Hub has been assisting Pacific Island Countries (PICs) in implementing, enhancing and financing their NDCs. The NDC Hub delivers this support in response to requests from PICs under the following categories, which form the core outputs of the NDC Hub:

1. NDCs reviewed and enhanced;
2. Roadmaps and investment plans developed to support NDC implementation;
3. Finance leveraged to support NDC implementation through improved regional coordination;

4. Guidance and technical assistance provided and tools produced to streamline and integrate NDCs into national and regional plans and processes; and
5. NDC related information and knowledge, learning and partnership mechanisms enhanced to support NDC enhancement, implementation and monitoring.

The NDC Hub is managed by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in partnership with the Pacific Community (SPC), the Secretariat of the Pacific Region Environment Program (SPREP), the Global Green Growth Institute (GGGI), and the NDC Partnership's Support Unit (NDCP SU). The NDC Hub is financed by the governments of Germany, Australia, New Zealand and the United Kingdom.

Through the NDC Hub, Palau requested assistance to integrate their NDC energy efficiency targets into an energy efficiency regulation. Palau has in place an Energy Act in 2015 administered by the Palau Energy Administration. SPC as a partner to the NDC Hub is coordinating the implementation of Palau's request.

The technical assistance included the following tasks:

- (i) Phase 1 – Conduct a situational analysis of the national energy context, policies, NDCs, related strategies and regulatory frameworks on energy efficiency. Convene a national workshop to discuss the draft report and obtain views from stakeholders;
- (ii) Phase 2 – Develop a policy reform paper based on the findings of phase 1 and recommends areas for inclusion in the proposed energy efficiency regulation;
- (iii) Phase 3 – Draft the energy efficiency regulation. Convene a national workshop to discuss the draft regulation and seek stakeholders' views on the draft.

SPC is responsible for Phase 1 and 2. The draft situation analysis report with recommendations on potential areas for inclusion in the draft energy efficiency regulation was discussed in a virtual consultation workshop on 2nd September 2020 and the draft report is available. The analysis report suggested the need to regulate energy audits, energy star certified appliances and equipment standards. It also suggested ways to promote energy efficient vehicles through fiscal measures.

This consultancy therefore is for Phase 3, to draft an energy efficiency regulation using information from Phases 1 and 2.

C. Scope of Work

The consultant will undertake the consultancy work in close collaboration with SPC's Georesources and Energy Programme (GEP), the NDC Hub Implementation Unit, Palau's Energy Administration and other relevant stakeholders.

The specific tasks for the consultant will include but not limited to the following tasks:

1. Integrate the findings and recommendations from Phase 1 and 2 into a draft energy efficiency regulation;
2. Prepare a draft energy efficiency regulation which will be circulated for stakeholders' review and comments;

3. Present the draft regulation in a national virtual consultation workshop planned for November 2020;
4. Revise and finalise the draft energy efficiency regulation for submission to GEP- SPC.

D. Expected Outputs

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

Deliverables	Delivery date
Inception report including an outline of the draft regulation, schedule of activities, and comments on the scope of work	Within 2 weeks after contract signing
First draft Energy Efficiency Regulation	Within 5 weeks after contract signing
Presentation materials for the virtual national consultation workshop	At least three days before workshop dates
Final draft Energy Efficiency Regulation	Two weeks after the national consultation workshop

E. Institutional Arrangement

The consultant will be contracted by the Pacific Community with reporting responsibilities to the Deputy Director Georesources and Energy Programme through the Team Leader Policy and Governance. The consultant will work closely with other regional and national key stakeholders.

If the contractor is a company wishing to nominate more than one employee to provide the services, the contractor must provide the names and qualification of all persons available to provide the services, which tasks each will undertake, the fees and expected proportion of time for each person and the arrangements made for continuity and coordination.

F. Duration of the Work

The consultancy work is expected to start in October and to be completed by 31st December 2020.

G. Duty Station

The consultant is expected to work from his/her own Office.

H. Qualifications of the Successful Contractor

- Degree in Law or field relevant to the expected outputs of the consultancy service
- Demonstrated experience in drafting energy related legislation and regulations
- Work experience in the energy sector of PICTs
- Experience in energy efficiency such as appliance energy labelling, energy audits and transport initiatives in the PICTs
- Experience in multi-stakeholder work environments and consultation process
- Excellent communication and project management skills
- Excellent skills in policy and technical writing

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

Country office: Honiara, Solomon Islands.

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- Availability and commitment to perform the tasks
- Excellent command of written and spoken English, [and other languages as relevant]

Proposal Evaluation Matrix

Competency Requirements	Score Weight (%)	Total Obtainable Score
1. Degree in law or field relevant to the expected outputs of the consultancy service	15%	15
2. Demonstrated experience in drafting energy related legislation and regulations	15%	15
3. Work experience in the energy sector of PICTs	10%	10
4. Experience in energy efficiency such as appliance energy labelling, energy audits and transport initiatives in the PICTs	10%	10
5. Experience in multi-stakeholder work environments and consultation process	10%	10
6. Communication and project management skills	10%	10
7. Skills in policy and technical writing	10%	10
8. Availability and commitment to perform the tasks	10%	10
9. Excellent command of written and spoken English, [and other languages as relevant]	10%	10
Total Score	100%	100
Qualification Score	70%	70

I. Scope of Bid Price and Schedule of Payments

<u><i>Milestones/Outputs</i></u>	<u><i>Deadline</i></u>	<u><i>% Payment</i></u>
Inception report including an outline of the draft regulation, schedule of activities, and comments on the scope of work	Within 2 weeks after contract signing	20%
First draft Energy Efficiency Regulation	Within 5 weeks after contract signing	35%
Presentation materials for the virtual national consultation workshop	At least three days before workshop dates	20%

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Final draft Energy Efficiency Regulation	Two weeks after the national consultation workshop	25%
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The total allocated budget for this consultancy is EUR 25,000

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 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: **Financial Proposal score = (Lowest Price / Price under consideration) x 30**

ANNEX II
Technical Proposal Submission Form (Form A)
Request for Quotation: "Drafting of energy efficiency regulation for Palau"

FORM A – Contractor's background information

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
2 contact details of referees	

FORM B – Qualifications, skills and experience

CRITERIA	RESPONSE BY BIDDER
Degree in law or field relevant to the expected outputs of the consultancy service	
Demonstrated experience in drafting energy related legislation and regulations	
Work experience in the energy sector of PICTs	
Experience in energy efficiency such as appliance energy labelling, energy audits and transport initiatives in the PICTs	
Experience in multi-stakeholder work environments and consultation process	
Communication and project management skills	
Skills in policy and technical writing	
Availability and commitment to perform the tasks	
Excellent command of written and spoken English, [and other languages as relevant]	

Annex III
FINANCIAL PROPOSAL SUBMISSION FORM

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 to provide technical services to support...[title of project].
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 (EUR)
Professional fees	
Management and operating costs.	
Total financial offer (inclusive of all taxes)	

Part B: conflicts of interest

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

OR

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



Name, Signature

Date

Title _____

Annex IV
SPC GENERAL CONTRACT CONDITIONS

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.

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 person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

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

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.

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 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.

9.2 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.

9.3 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 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.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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. 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, with thirty days' written notice 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 with fifteen 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.

Country office: Honiara, Solomon Islands.

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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 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.

17.2 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.

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 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 must 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, 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.