

SPC Suva Regional Office
Private Mail Bag
Suva
Fiji
Telephone: +679 337 0733
Fax: +679 337 0021

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18



REQUEST FOR QUOTATION

Date: 3rd March 2020

SUBJECT: Development of Tonga National Qualifications(TNQs) in Sustainable Energy (Levels 1- 4)

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to develop the Tonga National Qualifications in Sustainable Energy (Levels 1-4) with the following details:

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 Ms Amelia Siga (Team Leader PacTVET) on amelias@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 EUROS and be inclusive of all costs related to the development of the Tonga National Qualifications in Sustainable Energy (Levels 1-4) 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 amelias@spc.int by **4 pm Fiji time on 10th March, 2020.**

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

ANNEX I

TERMS OF REFERENCE

A. Project Title: Provide support to the European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation (EU-PacTVET) project to develop the Tonga National Qualifications in Sustainable Energy (Levels 1-4)

B. Background:

The European Union Pacific Technical and Vocational Education and Training (EU-PacTVET) project is component 3 within the broader Adapting to Climate Change and Sustainable Energy (ACSE) programme. The project builds on the recognition that energy security and climate change are major issues that are currently hindering the social, environmental and economic development of Pacific-African, Caribbean and Pacific (P-ACP) countries. The EU-PacTVET component is to complement the climate change adaptation and sustainable energy actions on the ground, and to reinforce the potential for green growth, including the introduction of systematic, regular and standardized training at technical institutes and colleges throughout the Pacific, where the next generation of tradesmen and women can learn about climate change adaptation techniques, sustainable energy technologies and their applications.

The Pacific Community (SPC) through its Geoscience, Energy & Maritime (GEM) Division and The University of the South Pacific (USP) through its Pacific Centre for Environment and Sustainable Development (PaCE-SD) are partnering to implement the €6.2 million across 15 P-ACP countries. The project commenced in August 2014 and will cover a period of 74 months.

The EU-PacTVET project seeks a consultant to develop the Tonga National Qualifications in Sustainable Energy (Levels 1-4) and have them registered by the Tongan National Accreditation Board.

C. Scope of Work

The consultant is expected to:

- Investigate how the Tonga Qualifications Framework (TQF) may integrate across the region
- Collaborate with the In-country coordinator (ICC), PCREEE, MEIDECC, project technical taskforce, EQAP and other relevant stakeholders for guidance on the development of the SE TNQs for registration by TNQAB
- Liaise with the TNQAB and EQAP to confirm the procedures of the development and of the registration of TNQs on the TQF
- Develop the TNQs in SE Levels 1-4 as per the TNQAB's processes
- Support Tonga Institute of Science and Technology (TIST) in preparation for accreditation
- Assist with any other activities that the PMU may request within the contracted period.

D. Expected Outputs

- Relevant consultations/meetings convened, and minutes of meetings collated.
- Tonga National Qualification Documents in SE Levels 1-4 on the TQF developed and registered by TNQAB
- Updated list of key focal points in the Education and SE sectors for Tonga.
- Narrative reports on progress and achievement of milestones/outputs. Narrative reports to be submitted according to the timelines in the Schedule of Payments and addressing the corresponding milestones/outputs.

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

E. Institutional Arrangements

The consultant will be directly responsible to the Team Leader of the EU-PacTVET team through the PCREEE manager stationed at the PCREEE office, Nukualofa, Tonga. In this case, the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader through the PCREEE manager.

F. Duration of the Work

The consultancy work will be over a maximum period of 100 days with the work completed by 30th June 2020. Phasing of the consultancy work is at the consultant's discretion and is based on the work methodology that forms part of the bidding document.

G. Duty Station (if relevant)

The consultant will be based at the PCREEE Office in Nulua'lofa for the duration of the consultancy. It is anticipated that information required for this consultancy can be found online or communicated electronically.

H. Qualifications, professional experience and key skills

Qualifications of the Successful Contractor

- It is **essential** that the appointee is a well-qualified professional with integrity and confidence with relevant (post)graduate qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Energy sector.
- Experience in working with intergovernmental and/or international non-government organisations and/or donors. Direct experience working with either MEIDECC, EQAP, USP or SPC, qualification authorities and project management experience will be considered a significant advantage.
- Demonstrated coordination and networking skills.
- Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.
- Excellent communication skills – both written and oral in English.
- Sufficient understanding of local cultural protocols
- Demonstrated ability to organise work, manage time, determine priorities and meet deadlines.
- Demonstrated ability to work independently and flexibly, as well as being part of a team.
- Excellent computer skills including MS-Office & Internet

Proposal Evaluation Matrix (this will form 70% of the total assessment)

	Score weight (%)	Points attainable
1. A well-qualified professional with integrity and confidence with relevant (post) graduate qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Energy sector.	5%	
2. Experience in working with intergovernmental and/or international non-government organizations and/or donors. Direct experience working with either MIEDECC, EQAP, USP or SPC, qualification authorities and project management experience will be considered a significant advantage.	10%	
3. Demonstrated coordination and networking skills. Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.	15%	
4. Excellent communication skills – both written and oral in English.	5%	
5. Sufficient understanding of Tongan local cultural protocols.	5%	
6. Demonstrated ability to organize work, manage time, determine priorities and meet deadlines.	15%	
7. Demonstrated ability to work independently and flexibly, as well as being part of a team.	10%	
8. Excellent computer skills including MS-Office and Internet.	5%	
Total	70%	
Qualification score	49%	

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:

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

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. Include professional fees, airfares, per diems and all anticipated costs. Professional fees and airfares can be itemised separately to show these costs.

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- In full consideration of the complete and satisfactory completion of the activities specified in section C, the consultant shall be paid in accordance with the following milestones:

Milestones/Output	Deadline/Date	% Payment
1. Signing of Contractual Agreement	13 March 2020	20%
2. Monthly reporting outlining the following: <ul style="list-style-type: none"> • Update on the development of the TNQs in SE Levels 1- 4 on the TQF • Any challenges/issues faced • Any other activities undertaken 	30 th March and monthly thereafter up to 30 th May 2020	40%
3. Final Reporting outlining the following: <ul style="list-style-type: none"> • TQF and how it integrates across the region • Development of the TNQs in SE Level 1-4 on the TQF • Final listing of active contacts and networks in SE • Support to TIST for accreditation • Lessons learnt with the aim of assisting future regional projects of SPC 	30 th June 2020	40%

ANNEX II
Technical Proposal Submission Form
Facilitate the development of the Tonga National Qualifications in Sustainable Energy (Levels 1-4) on the TQF

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
1. Degree in a relevant field from a registered higher education/training provider	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
2. A well-qualified professional with integrity and confidence with relevant (post) graduate qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Energy sector.	
3. Experience in working with intergovernmental and/or international non-government organisations and/or donors. Direct experience working with either MEIDECC, EQAP, USP or SPC, qualification authorities and project management experience will be considered a significant advantage.	
4. Demonstrated coordination and networking skills. Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.	
5. Excellent communication skills – both written and oral in English.	
6. Sufficient understanding of local cultural protocols.	
7. Demonstrated ability to organise work, manage time, determine priorities and meet deadlines.	
8. Demonstrated ability to work independently and flexibly, as well as being part of a team.	
9. Excellent computer skills including MS-Office and Internet.	

ANNEX III
Financial Proposal Submission Form
Facilitate the development of the Tonga National Qualifications in Sustainable Energy (Levels 1-4) on the TQF

Part A: Declaration

1. The undersigned contractor propose and agrees 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.

In submitting this proposal, contractor represents that; he/she has examined all the RFQ documents to provide technical services to support the development of the Tonga National Qualifications in Sustainable Energy (Levels 1-4) on the TQF.

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

Particulars	Amount (EURO)
Fees (daily rate)	
Costs related to travel	
Any other costs (provide description)	
Total financial offer (inclusive of all taxes)	

Print name and sign

Date

Title _____

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.

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.
- 6.3 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 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.