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**Pacific  
Community**  
**Communauté  
du Pacifique**

Date: 08/06/2020

**REQUEST FOR QUOTATION (RFQ 20/030)**

**SUBJECT: SUPPLY OF SPECIFIC TOOLS & EQUIPMENT TO FACILITATE TRAINING IN SUSTAINABLE ENERGY AT THE TONGA INSTITUTE OF SCIENCE AND TECHNOLOGY (TIST) IN TONGA**

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to supply specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology:

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 [amelias@spc.int](mailto: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 TOP and be inclusive of all costs related to the Procurement services to SPC 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](mailto:amelias@spc.int) by **4 pm Fiji time on 22 June 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:

Contract to supply specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology.

#### 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 €6.3 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 contractor to supply specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology.

#### C. Scope of Work

1. The contractor is expected to supply the following items:

| No | Particulars                                                                                                                                      | Unit | Quantity | Price/Unit | Total (TOP) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| 1  | <b>Digital multi-meter</b><br>- True RMS, 1000V AC/DC, Resistance up to 50M, ambient temperature measuring function, carry case and accessories. | each | 5        |            |             |
| 2  | <b>Digital Clamp meter</b><br>True RMS, Range 600A, Ability to hold data, carry case and accessories included                                    | each | 5        |            |             |
| 3  | <b>Spanner set</b><br>Professional standard, high quality. Range 4mm to 32 mm, case/kit to hold all the pieces                                   | each | 5        |            |             |

|    |                                                                                                                                    |      |    |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| 4  | <b>Wrench set</b><br>High quality box wrench set with accessories and attachments included                                         | each | 5  |  |  |
| 5  | <b>Torque Wrench</b><br>- Adjustable, 10-100Nm                                                                                     | each | 5  |  |  |
| 6  | <b>Circlip-pliers (inside and outside)</b><br>One each inside and outside size 12, 14, 16 18 and 22mm                              | each | 5  |  |  |
| 7  | <b>Vice grip</b><br>- Sizes 10 inches                                                                                              | each | 10 |  |  |
| 8  | <b>Tin snips</b><br>12 inches                                                                                                      | each | 10 |  |  |
| 9  | <b>Socket screw</b><br>Please specify type and sizes available                                                                     | each | 5  |  |  |
| 10 | <b>Allen hex keys</b><br>Range 0.7 to 10mm                                                                                         | each | 5  |  |  |
| 11 | <b>Twist bit/augar</b><br>High speed steel, please provide ranges available                                                        | each | 5  |  |  |
| 12 | <b>Wood chisel</b><br>Set include 1/2, 3/4 and 1 inch                                                                              | each | 10 |  |  |
| 13 | <b>Tap &amp; di</b><br>1/4 to 1/2 inch                                                                                             | each | 5  |  |  |
| 14 | <b>Step ladder</b><br>- 5 steps<br><br>Fall protection                                                                             | each | 3  |  |  |
| 15 | <b>Crimping Tool</b><br>- Range: 1.5-26mm                                                                                          | each | 5  |  |  |
| 16 | <b>Pliers set</b><br>- Insulated to 1000V<br><br>Set include needle nose pliers, diagonal cutter and heavy-duty combination pliers | each | 10 |  |  |
| 17 | <b>Scissors</b><br>- Stainless Steel, multi-purpose                                                                                | each | 10 |  |  |
| 18 | <b>Crosscut handsaw</b><br>- 26 inches                                                                                             | each | 10 |  |  |
| 19 | <b>Hack saw</b><br>- Heavy duty hacksaw with comfortable grip<br><br>- Blade tension adjuster<br><br>- Include 24 set of blades    | each | 10 |  |  |

|    |                                                                                                                                                           |      |    |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| 20 | <b>Junior saw</b><br>High quality steel blade including frame                                                                                             | each | 10 |  |  |
| 21 | <b>Portable single phase, Fuel generator (5kVA)</b><br>- 50 Hz, 230V, 2x 15A socket<br>- 12 V DC charger<br><br>Batteries and other accessories included. | each | 2  |  |  |
| 23 | <b>12V PWM controller:</b><br><br>(to match 12V solar pv module configuration)                                                                            | each | 1  |  |  |
| 24 | <b>12V MPPT controller</b><br><br>(to match 12V solar pv module configuration)                                                                            | each | 1  |  |  |
| 25 | <b>Wind turbine models (up to 500 W)</b><br><br>For training & demonstration purpose                                                                      | each | 2  |  |  |
| 26 | <b>100W 12V Solar Panel</b><br><br>- Polycrystalline, high efficiency<br>enclose IP rating for outdoor usage including terminal box.                      | each | 2  |  |  |
| 27 | <b>150W 12V Solar Panel</b><br><br>- Polycrystalline, high efficiency<br>enclose IP rating for outdoor usage including terminal box.                      | each | 2  |  |  |
| 28 | <b>250W 12V Solar Panel</b><br><br>- Polycrystalline, high efficiency<br>enclose IP rating for outdoor usage including terminal box.                      | each | 2  |  |  |
| 29 | <b>100 AH 12V Solar GEL Battery</b>                                                                                                                       | each | 2  |  |  |
| 30 | <b>200AH 12V Solar GEL Battery</b>                                                                                                                        | each | 2  |  |  |
| 31 | <b>500W 12V dc Solar Inverter</b>                                                                                                                         | each | 2  |  |  |
| 32 | <b>700W 12V dc Inverter</b>                                                                                                                               | each | 2  |  |  |
| 33 | <b>1800W 24V dc Inverter</b>                                                                                                                              | each | 2  |  |  |

|    |                                                                                                                           |      |    |  |  |
|----|---------------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| 34 | <b>Deep Cycle battery</b><br>12V Electric Solar Gel lead acid battery<br>250AH                                            | each | 2  |  |  |
| 35 | <b>Deep Cycle battery</b><br>24V Electric Solar Gel lead acid battery<br>250AH                                            | each | 2  |  |  |
| 36 | <b>Safety hand gloves</b>                                                                                                 |      | 20 |  |  |
| 37 | <b>Safety helmets</b>                                                                                                     | each | 20 |  |  |
| 38 | <b>Safety glasses</b>                                                                                                     | each | 20 |  |  |
| 39 | <b>Earmuffs</b>                                                                                                           | each | 20 |  |  |
| 40 | <b>Dust masks</b>                                                                                                         | each | 20 |  |  |
| 41 | <b>Body harness</b>                                                                                                       | each | 20 |  |  |
| 42 | <b>Lock and tag out</b><br>- Safety tags (out of service, do not<br>operate, live wire)<br>- Comply with US standards     | each | 20 |  |  |
| 43 | <b>Bearing puller</b><br>- Complete set, 6inch 3 jaw bearing<br>puller, high quality material                             | each | 3  |  |  |
| 44 | <b>Growler tester</b><br>- 3 phase 50Hz, 230-240V                                                                         | each | 3  |  |  |
| 45 | <b>Coil winding machine</b><br>- 1 phase, 50Hz, 240V<br>- Wire diameter range 2.5mm<br>- Variable coil diameter and width | each | 2  |  |  |
| 46 | <b>Earth loop impedance<br/>tester:</b><br>- 4 wire test kit                                                              | each | 3  |  |  |
| 47 | <b>Megger meter 500V:</b><br>- Cable Insulation test<br>- Voltage 500V                                                    | each | 3  |  |  |

|    |                                                                                                                                                                                                                          |       |    |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|--|--|
| 48 | <b>Crimping tool</b><br>- Heavy-duty crimper kit.<br>Range 1.5 mm to 70mm                                                                                                                                                | each  | 5  |  |  |
| 49 | <b>Air blower</b><br>- 230V, 50Hz, portable, handheld, brushless<br>- Purpose: clean surface from dirt and dust                                                                                                          | each  | 5  |  |  |
| 50 | <b>Heat gun</b><br>- Purpose: Cable sleeving,<br>- Variable, Max operating temperature of 150°F, 230V, 50Hz                                                                                                              | each  | 15 |  |  |
| 51 | <b>Soldering iron workstation</b><br>- Includes holder and cleaning pad<br>- Electrical 230V, 50Hz<br>- Temperature 420°C.<br>- Purpose: for electrical cable joining                                                    | units | 15 |  |  |
| 52 | <b>Solder wire</b><br>- Wire diameter 1mm<br>- Electrical and electronic soldering                                                                                                                                       | spool | 10 |  |  |
| 53 | <b>Crimp lugs</b><br>1. Crimp lugs: 6mm <sup>2</sup> ,<br>10 mm <sup>2</sup> ,<br>2.5 mm <sup>2</sup> ,<br>1.5mm <sup>2</sup> ,<br>16mm <sup>2</sup><br>- Copper<br>- 120/208V AC; 12/24/36V DC<br>- Industrial standard | each  | 50 |  |  |
| 54 | <b>Battery lugs</b><br>- High quality copper<br>- Purpose: lead acid and gel battery connection                                                                                                                          | each  | 50 |  |  |

|    |                                                                                                                                                                  |        |     |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----|--|--|
| 55 | <b>Battery terminal</b><br>- For standard lead acid battery<br>- For 12V solar gel battery                                                                       | each   | 50  |  |  |
| 56 | <b>Drill set and bits</b><br>- Drill: Cordless, brushless, Chuck size up to 13mm, 120V, 60Hz charger, with protective carrycase.<br>- Drill bits: 1.5 mm to 32mm | sets   | 2   |  |  |
| 57 | <b>Electrical Tool kit</b><br>1000V Electricians Tool Kit includes insulated screwdrivers, pliers, electrical tester.                                            | set    | 2   |  |  |
| 58 | <b>Technical Drawing tool set</b><br>- Protractor, set square, Drawing paper, etc.<br>- For engineering technical drawing                                        | set    | 5   |  |  |
| 59 | <b>Voltage Test Lamp</b><br>- Voltage test 230/415V, 50Hz. High-grade insulation protection.                                                                     | each   | 5   |  |  |
| 60 | <b>Feeler gauge</b><br>- 25 feelers, 100mm                                                                                                                       | each   | 10  |  |  |
| 61 | <b>6mm<sup>2</sup> Red battery cable</b>                                                                                                                         | meters | 100 |  |  |
| 62 | <b>10mm<sup>2</sup> Red battery cable</b>                                                                                                                        | meters | 100 |  |  |
| 63 | <b>1.5mm<sup>2</sup> PVC single red cable</b>                                                                                                                    | meters | 100 |  |  |
| 64 | <b>2.5mm<sup>2</sup> PVC Single red cable</b>                                                                                                                    | meters | 100 |  |  |
| 65 | <b>Scaffold set:</b><br>Aluminium frame, two level                                                                                                               | sets   | 2   |  |  |
| 66 | <b>AC Variable Power Supply:</b><br>230V, VAC, 50 Hz input, 0-250 VAC output, manually operated fully cased and protection.                                      | each   | 5   |  |  |
| 67 | <b>DC variable Power Supply:</b> Variable DC power supply, over current and short circuit protection, high accuracy and reliability, Voltage 230v. 50Hz          | each   | 5   |  |  |

|    |                                                                                                                                                                                                                                                                 |      |    |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| 68 | <b>Oscilloscope:</b><br>200 MHz digital oscilloscope 4 channels standard decoder. Input: 230 V, 50 Hz.                                                                                                                                                          | each | 2  |  |  |
| 69 | <b>Frequency counter:</b><br>Counter pulse up to 10 kHz frequency; Bidirectional counting, 6-digit LCD display, Powered from AC source 230 V 50Hz, provide power supply. Enclosed and stand protection, external reset input.                                   | each | 3  |  |  |
| 70 | <b>Hydrometer:</b><br>measure density: ISO certified or equivalent                                                                                                                                                                                              | each | 5  |  |  |
| 71 | <b>Power factor tester:</b><br>230V, 50Hz, 10 VA, portable 100Hz test frequency                                                                                                                                                                                 | each | 5  |  |  |
| 72 | <b>Three Phase power Analyzer:</b><br>Measure the no load and full load loss of distribution transformer ranging from 5 to 300 kVA rating with high level accuracy. Sufficient memory for data to record large-scale data from energy audit at high resolution. | each | 3  |  |  |
| 73 | <b>Voltmeter:</b> AC&DC panel voltmeter; up 600 V input range, IP rated enclosure, high accuracy. Digital display.                                                                                                                                              | each | 5  |  |  |
| 74 | <b>Ohmmeter:</b> milliohm meter, range 0.1 m ohm to 20-kilo ohm, high accuracy, portable, battery power supply, digital display.                                                                                                                                | each | 5  |  |  |
| 75 | <b>Ammeter:</b> AC/DC digital Ammeter; range 0-150A, input voltage 230V, digital display and communication output.                                                                                                                                              | each | 5  |  |  |
| 76 | <b>LCR meter:</b> Max capacitance 20mF, Max Resistance 200M ohms, Maximum inductance 200H, battery powered handheld, communication connectivity, high accuracy                                                                                                  | each | 5  |  |  |
| 77 | <b>Light fittings:</b> LED, complete florescent light with electronic ballast set, incandescent light fitting and metal halide lamp fittings.                                                                                                                   | each | 10 |  |  |



|                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                            |         |    |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----|--|--|
| 78                                                                                                                                                                                                                                                                            | <b>Lux meter:</b> check lux of light at any industrial, residential, commercial (up to 2000 lux)                                                                                                           | each    | 10 |  |  |
| 79                                                                                                                                                                                                                                                                            | <b>Temperature gauge:</b> Digital, Scale: Centigrade, high accuracy, Maximum temperature- 150 deg C, Minimum 0 deg °C                                                                                      | each    | 10 |  |  |
| 80                                                                                                                                                                                                                                                                            | <b>Portable Anemometer:</b><br>Measure real time wind speed. Maximum range 40m/s. display measurement in MPH, KM/H, meters per second, measure temperature and humidity, powered using standard batteries. | each    | 2  |  |  |
| 81                                                                                                                                                                                                                                                                            | <b>Microsoft Office Project software</b>                                                                                                                                                                   | Licence | 1  |  |  |
| 82                                                                                                                                                                                                                                                                            | <b>AUTOCAD software</b>                                                                                                                                                                                    | Licence | 1  |  |  |
| 83                                                                                                                                                                                                                                                                            | <b>PC set</b> with installed 10 window                                                                                                                                                                     | each    | 5  |  |  |
| 84                                                                                                                                                                                                                                                                            | <b>Industrial installation guidelines and standards</b> (as per Tonga Power Limited requirement)                                                                                                           | each    | 10 |  |  |
| <p>- All safety equipment should be of ISO/US or local/international standard, expiry date should be displayed</p> <p>Purpose for electrical cables are mostly for PV solar installation works. Supplier are to provide specifications for each different cable.</p> <p>-</p> |                                                                                                                                                                                                            |         |    |  |  |

2. All tools and equipment are to be delivered to the Tonga Institute of Science and Technology: in one shipment.
3. The delivery of all tools and equipment to the Tonga Institute of Science and Technology, should be no more than 45 days from the date of signing of contract for the supply of materials.
4. The bidder will ensure that the tools and materials are packaged appropriately and successfully transported to the Tonga Institute of Science and Technology.

#### D. General Hardware Description

- Tools and equipment supplied under this contract will be used to delivery Sustainable Energy training at the Tonga Institute of Science and Technology.
- Each equipment should be of Industrial standard.
- Data sheet and specification should be provided together with quotation.
- Provide operation and maintenance manual for each equipment together with quotation.
- Provide at least two-year warranty on each tools and equipment

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)

- Provide history of supply of similar tools and equipment.

#### E. Institutional Arrangements

The contractor will be directly responsible to the Team Leader of the EU-PacTVET team stationed at the SPC Georesources, Energy & Maritime Division, Lotus Building, Suva, Fiji. In this case, the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader.

#### F. Duration of the Work

The contract will be conducted over the period 22 June to 31 July 2020.

The total budget for this consultancy is Euros 30,000.

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:

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

#### G. 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   |
|--------------------------------------------------------------------------------|---------------|-------------|
| Full delivery of all items at Tonga Institute of Science and Technology (TIST) | 31 July 2020  | 100%        |
|                                                                                | <b>Total</b>  | <b>100%</b> |

## ANNEX II

**Technical Proposal Submission Form**  
**Contract to supply specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology**

### 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 – Quotation

| No | Particulars | Units | Quantity | Unit cost | Total (TOP) |
|----|-------------|-------|----------|-----------|-------------|
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |
|    |             |       |          |           |             |

**PART C – Declaration**

1. The undersigned bidder representative proposes 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, the bidder represents that all the RFQ documents for the provision of supplying specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology have been examined.
3. The bidder agrees to complete the supply and delivery for the following price (VIP):

| Particulars         | Amount (TOP) |
|---------------------|--------------|
| Tools and Equipment |              |
| Others              |              |
| <b>Total</b>        |              |

\_\_\_\_\_

Print name and sign

\_\_\_\_\_

Stamp

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ANNEX III

**Financial Proposal Submission Form**  
**Contract to supply specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology** Part A: Declaration

1. The undersigned contractor proposes 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 for the supply of specific tools and equipment for training in Sustainable Energy at the Tonga Institute of Science and Technology.

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

| Particulars                                    | Amount (TOP) |
|------------------------------------------------|--------------|
| Tools and Equipment                            |              |
| Others                                         |              |
| Total financial offer (inclusive of all taxes) |              |

\_\_\_\_\_

Print name and sign

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Stamp

## ANNEX IV

### SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

#### 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 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)

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. . In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

## **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.
- 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

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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. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

### 20.1 CHILD LABOUR

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.

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.

### 20.2 HUMAN RIGHTS

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.

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).

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

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.

### 20.3 GENDER EQUALITY AND SOCIAL INCLUSION

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SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

#### **20.4 ENVIRONMENTAL RESPONSIBILITY**

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

#### **21. 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.

#### **22. 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.