



REQUEST FOR PROPOSAL

RFP No.: RFP 21/012

DATE: 26/03/21

SUBJECT: PREFERRED PROVIDER FOR SUPPLY & SERVICE OF GENERAL ELECTRICAL WORKS

You are requested to submit a comprehensive proposal for the above RFP as per the Terms of Reference set out in Annex II.

To enable you to submit a Proposal please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Terms of Reference, containing a description of SPC's requirements for which these services are being sought
- Annex III:** Proposal submission form
- Annex IV:** Technical Proposal Submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Bidders Insurance Statement
- Annex VII:** Conflict of interest declaration
- Annex VIII:** Due Diligence Questionnaire
- Annex IX:** SPC General Conditions of Contract for Professional Services

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

Yours Sincerely

Akhilesh Prasad

Manager, Procurement, Grants, Risk and Assets

INSTRUCTIONS TO BIDDERS***Request for Proposal (RFP) no: RFP20-012*****1. Submission of Proposals****1.1.** Your Proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical Proposal submission form, including:
 - A letter of interest with brief description of the company as well as its expertise area(s),
 - and an explanatory note as to how you think your skills and experience will match the scope and requirements of the RFP, in particular each of the area(s) being bid for relative to the competency requirements.
- c. Annex V: Financial Proposal submission form
- d. Annex VI: Conflict of interest declaration
- e. Annex VII: Due Diligence Questionnaire
- f. Annex VIII: Bidders Insurance Statement

1.2. Proposals must be received by SPC at the email address mentioned below (1.5.) on or before **25th April, 2021 – 04.00 pm (Fiji Time)**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

1.3. All proposals submitted, correspondence, and related documents, shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the translated document will be used for processing and evaluation purposes.

1.4. All prices in the proposals must be presented in **FJD** and inclusive of all taxes.

1.5. The proposal has to be **in two separate emails** as follows:

- i* Send by e-mail the **technical proposal** (annexes III, IV, V and VI) and related document(s), clearly indicating the RFP number in the email subject. No financial information whatsoever must appear in the technical proposal;
- ii* Send in a second separate e-mail the **financial proposal** (annex VII) and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6. Proposals **must be** emailed to procurement@spc.int with the heading **RFP21/012 PREFERRED PROVIDER FOR SUPPLY & SERVICE OF GENERAL ELECTRICAL WORKS** or sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP 21/012
Private Mail Bag
Suva – FIJI`

Or

Hand Delivered to Request for Proposal Box situated at:
Pacific Community (SPC) Office
Procurement Unit
Nabua, Suva, Fiji

1.7. For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the Bidder.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the RFP is provided in Table 1 below:

Table 1: RFP timelines and due dates		
	Date	Time
<i>Deadline for seeking clarification from SPC</i>	16th April, 2021	04:00 pm – Fiji Time
<i>Deadline for the submission of tenders</i>	25th April, 2021	04:00 pm – Fiji Time

3. Bidders' responsibilities

- 3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2. The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.
- 3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedure whatever his own conditions of sale may be, which he hereby waives.
- 3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.

3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.

3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int **ONLY**. **Any attempt of communication with SPC, other than through this email address, may result in the disqualification of the bidder concerned.** The deadline for submission of clarifications is **16th April 2021– 4.00pm Fiji Time.**

3.7.2. Any prospective bidder seeking to arrange individual meetings with SPC during the RFP period may be excluded from the RFP procedure.

3.7.3. No clarification meeting / site visit will be undertaken.

4. One Proposal per Bidder

Each bidder shall submit only one proposal for this, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawals of Proposals

5.1. The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of Proposals. The bidder's withdrawal notice shall be sent to the email address procurement@spc.int.

5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

6.1. Bidders shall be bound by their bids for a period of **120 days** from the deadline for submission of proposals.

6.2. The successful bidder will be bound by their proposal for a further period of 60 days following receipt of the notification that they have been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be published on the SPC website prior to the deadline for receipt to enable bidders to take appropriate actions.

7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. Opening and Evaluation of Proposals

8.1. The Proposals will be opened in the presence of the Bid Opening Committee after the closing of the Request for Proposal (RFP).

8.2. To assist in the examination, evaluation and comparison of Proposals, SPC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

8.3. The Procurement Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

8.4. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Terms of Reference (**Annex II**).

8.5. The technical component, which has a total possible value of **700 points**, will be evaluated using the following criteria:

	Criteria	Weight %	Score
1	Minimum of one Electrical technician and one Electrician Engineer designated to attend to SPC electrical breakdowns and emergency calls.	Mandatory Requirement	N/A
2	Valid Electrical Contractors and Wiremen's Licence. Must be registered under EFL Listing as Licenced contractors	Mandatory Requirement	N/A
3	Organisational Background		
	<ul style="list-style-type: none"> The company must be legally registered and have a minimum of 15 years' experience in delivering services to government agencies, NGOs or companies considered to be of significant size (more than 50 employees) 	15	
	<ul style="list-style-type: none"> Relevant Work Experience in similar contract situations designated staff to SPC (Provide CV's of staff and relevant electrical licence with at least 3 referees) 	10	
	<ul style="list-style-type: none"> Provide information on performance in similar contracts 	5	
4	Technical Capacity		
	<ul style="list-style-type: none"> Adequacy of appropriate Materials 	5	
	Services shall comply with all relevant statutory regulations and Fiji Electricity Authority Standards		
	<ul style="list-style-type: none"> Electrical Emergency Response Plan 	10	

	A proposed emergency response plan which would entail steps to be taken to address the power outage or other emergency issue and resolve it as efficiently and as quickly as possible		
	<ul style="list-style-type: none"> • Scheduled Maintenance Plan 	10	
	Demonstrate the ability to provide maintenance plan scheduled biannually suited to SPC to prevent the health and safety risks due to worn out electrical cables or faulty appliance and to maintain a safe supply of electrical energy without any power disruptions 24/7.		
	<ul style="list-style-type: none"> • Future Sustainable Development Plan 	10	
	Able to include a 2-year sustainable development plan for an organisation such as SPC		
	<ul style="list-style-type: none"> • Timely Delivery 	5	
	Timely response to request for quotation and queries		
	<ul style="list-style-type: none"> • Service Warranty 	5	
	Warranty period for all electrical service provided to SPC		
	<ul style="list-style-type: none"> • Return Job Policy 	5	
	Upon delivery of faulty equipment or non-compliant work, provider must return to fix the related issues		
	<ul style="list-style-type: none"> • Demonstrated ability to carry out work as per required standards and legislative requirements 	10	
	The Works shall be carried out in accordance with the laws of Fiji and associated Acts and Regulations. These include: a. The Electricity Act 2017 b. Health and Safety at Work Act 1996 and its subsidiary legislation's c. Environment Management Act 2005 and its subsidiary legislation's		
	<ul style="list-style-type: none"> • Reporting Capacity 	5	
	Demonstrate the ability to carry out periodical assessment and report onsite inspection, electrical hazards, risks and review EFL bills etc (Quarterly Report)		
	Proposed Approach		
5	<ul style="list-style-type: none"> • Good understanding of SPC's construction and electrical requirements demonstrated through the appropriate methodologies and approach proposed 	5	
	Total	100%	700
	Qualification Score	70 %	490

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 points (70%).

8.7. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail, and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

8.8. The financial component of the proposal will be scored based on the daily fee or cost per analysis.

8.9. The lowest financial proposal will be awarded maximum 300 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:

$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 300$

8.10 Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

8.11 The total cost of the proposal is inclusive of all taxes and is fixed and not subject to revision.

9. Award of Contract

9.1. The initial appointment under the Preferred Supplier Agreement (using the SPC template) will be for one (1) year with a possible extension for another three (3) years upon satisfactory performance by the contractor. The performance of the contractor will be monitored, and regular service audits will be carried out by SPC.

9.2. The selected bidder(s) will be included on SPC's Preferred Providers list.

9.3. The award of the contract as preferred provider will be made to the proposal(s) considered to be most responsive to SPC's technical specifications as detailed in the Terms of Reference with due consideration to SPC Procurement Policy which includes the general principle of best value for money, economy and efficiency. SPC is not in any way obliged to select the bidder offering the lowest price.

9.4. 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 the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the reason for SPC's action.

9.5. SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.

9.6. Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it SPC.

10. Bidder Protest

10.1. If a bidder involved in an SPC procurement process considers they were not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2. To lodge a protest, you can email complaints@spc.int with your allegations. Your protest will need to include:

- your full contact details;
- the details of the relevant procurement;
- the reasons for your protest, including how the alleged behaviour negatively impacted on your bid;
- copies of any documents supporting your grounds for protest;
- the relief that is sought.

10.3. Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

10.4. Your protest will be received in good faith and will not impact your involvement in future bids.

TERMS OF REFERENCE
Request for Proposal (RFP) no: RFP21/012

Project Title: Provision of Electrical Service for SPC Suva

A. Project Description

Pacific Community (SPC) is an international organisation established in 1947. Its headquarters is in Noumea, New Caledonia, with other offices in Fiji, Federated States of Micronesia and Solomon Islands. SPC has 26 member countries and territories including its founding members, Australia, France, New Zealand and the United States of America.

SPC offices in Fiji are located at the following locations:

1. Nabua Campus - 3 Luke Street Nabua.
2. Mead Road Campus - 241 Mead Road, Nabua.
3. Lotus Campus - Level 1 and 2, Lotus Building, Nabua.
4. Narere Campus -Beaumont Road, Narere.

As part of upkeep and maintenance of offices at the Suva locations, SPC has a maintenance schedule for the offices, which is implemented by the SPC Suva Facilities team. The maintenance schedule includes electrical works, maintenance and installations. The Facilities team also manage construction projects for new office space depending on the need which requires new electrical connections. SPC also implements construction projects as part of the activities it implements for its member countries.

SPC intends to appoint preferred provider for service and supply of general electrical works who would be able to carry out routine maintenance works and provide for all maintenance requirements for construction projects undertaken within their Suva Regional Office and may also be required for works to be carried out in their country offices and project sites in their other member countries.

SPC herewith invites bidders to submit a sealed bid for appointment of qualified and licensed contractor/s on preferred provider arrangement for supply of electrical components and carrying out General Electrical Works as and when required. The appointed preferred provider will be expected to provide a quotation for any specific requirement which SPC requires to be done. Upon the approval of the quotation and issuance of an official SPC purchase order, the contractor will be required to promptly deliver the services or supply the items required at the approved price. Every time the appointed preferred provider issues a quotation it should represent the 'best value for money for SPC.

Preferred Supplier Agreement's (PSA) will be awarded to the successful contractor for initially up to one year and at the discretion of SPC may be renewed for a further three years subject to Contractors performance. The performance audit for the preferred provider will be carried out annually and a review and verification of costs against the current market rates will also be carried out.

B. Scope of Service

The contractor is expected to provide all the necessary electrical services listed below (but not limited to) to SPC in line with current EFL Standards with utmost proficiency and urgency.

1. 24/7 On-Call Service

SPC requires the preferred provider to deliver a high degree of customer service as and when required. As a requirement, the preferred provider must ensure to have an emergency service team dedicated to calls made by SPC and are able to respond on an ON-CALL basis as required. The service team provided by the electrical contractor will have an electrical engineer and an electrical technician

dedicated to SPC, equipped with a service truck with all tools, equipment's, parts etc., therefore saving valuable time and preventing inconveniences.

2. Providing Technical Advice as SPC's Electrical Requirements

After carrying all required assessments of the electrical requirements of SPC, the contractor must undertake necessary consultations and provide advice to SPC Facilities team on all technical and electrical matters such as (but not limited to):

- a. Electrical Loading
- b. Electrical Cabling requirements
- c. New or replacement electrical installation
- d. Lighting and office space requirements
- e. Identify and rectify all electrical hazards and electrical related OHS issues

3. Communicate on behalf of SPC

Act as a representative on behalf of SPC to other external authorities on legislative requirements relating to all electrical works at SPC. These authorities may include but not limited to Energy Fiji Limited (EFL), Telecom Fiji Limited (TFL), National Fire Authority and other SPC contractors.

4. Reporting

Bi-annual Electrical Inspection reports must be provided to SPC after an assessment of all SPC campuses by the preferred provider. The report may cover (but not limited to) the following areas:

- Earthing and bonding checking and testing
- Load testing of each circuit
- Type, age and condition of the wiring throughout the property
- Note any general wear and tear
- Visually check and provide details on all fittings and their locations and noting issues such as sockets too close to the floor
- Identify potential electrical hazard that may act as a potential risk of electrical shock or fire
- Any defective electrical installment which may have been previously done.
- Calculations revealing the *lux* of all SPC buildings along with recommendations
- Total *Electrical Energy Consumption* by each office building

5. Sustainability

At its core, SPC is recognized for their scientific and technical expertise and for how they apply their expertise with responding to the sustainable development needs of all their member countries. It therefore requires all their associating contractors to carry out works, provide services or supply items which is a result of the latest technology and best practice and ensures minimum or no harm done to the ecosystem.

The preferred provider is to focus on providing advice to SPC on the current best practices and innovative solutions in the market available to ensure environmentally sustainable works and installations. It should pro-actively identify opportunities for creating and implementing, renewable energy sources for electricity by means which will allow SPC to generate some percentage of its total daily energy consumption and reduce its carbon footprint.

The service provider will have to review and provide sustainable solutions to meet SPC's electrical demand. As part of SPC's effort to measure its carbon footprint, the service provider will need to review SPC's monthly electrical billing details and calculate total power usage (KWh) and Power Factor (PF) and report to SPC with recommendations on how to reduce consumption.

The preferred provider shall also comply with all statutory and other legal requirements relating to environmental impacts of the material supplied. Areas to be considered are:

- a. Conservation
- b. Energy Use
- c. Sustainability

SPC is committed to being a responsible organisation in the fight against climate change and biodiversity loss and in the protection of the environment, therefore all items supplied/used by the preferred provider shall be made of environmentally friendly materials, where applicable, the bidder shall quote, and supply materials rated for energy efficiency (e.g., 5-star rating rather than a 1-star).

6. Power Outages

Diverse nature of SPCs business requires uninterrupted supply of electrical energy to all its offices, more importantly to the laboratories that SPC maintains. It is critical that the laboratories are backed up for any power outages with fully operational generators. The contractors will be required to give priority to attend any faults, outages or back up power supply issues at any time (24/7) and resolve it promptly and efficiently. All emergency works which is required to be carried out must first be discussed with The SPC maintenance supervisor and SPC team needs to be constantly updated on the progress.

To be able to respond efficiently to emergency situations, bidders are required to submit **electrical emergency response plans**, which they would use during power outages. The plan shall entail steps to be taken to address the power breakout issue and resolve it as efficiently and as quickly as possible. The bidder must also submit a **scheduled maintenance plan for all SPC Generators** to ensure it is operable as and when required.

7. Scheduled Maintenance

Irregular and inadequate electrical maintenance can pose a range of risks and dangers for businesses and its employees. Incidents caused from electrocution due to a naked wire or due to faulty office appliances can threaten the safety and health of staff at SPC. A well scheduled electrical maintenance program is very important for the management of health and safety risks, but it can also lead to benefits such as energy efficiency and reduced power bills. SPC therefore requires that the Electrical Service Provider to schedule inspections and maintenance regularly to prevent the aforementioned health and safety risks and ensuring safe energy supply to SPC at all times.

C. Service Standards

1. The preferred provider would cover services provided on an "on-call" basis which would include all necessary labour and material for carrying out maintenance /installation works. The typical types of services or supplies required (but not limited to) during an 'on-call' would be:
 - a. Supply installation or Replacement of 4ft/2ft led 18W lights
 - b. Installation or replacement of sunset switches
 - c. Installation or replacement of 10Amps and 15 Amps PowerPoint
 - d. Installation and replacement of circuit breakers
2. The preferred provider shall comply with the following service standards at all times:
 - a. Timely response to request for quotation and queries
 - b. Timely service delivery
 - I. Respond within 2 hours after the issuance of PO to attend to electrical faults
 - II. Respond within 2 Hours after the issuance of PO to attend to Generator faults
 - III. Respond within 24 Hours after the issuance of PO for installation works.

- c. Provide services on an ongoing basis, and as and when required, and be able to maintain prices for the duration of the contract for a period of one year from the start of the contract.
 - d. Providing SPC regular industry updates
 - e. Comply with required safety, environmental standards, EFL regulations and all the associated AS/NZ standards mentioned under *Scope of Work*. IEC (International Electrotechnical Commission) Standards are to be adopted in general. Australian and New Zealand standards must be applied wherever necessary. Any other national or international standard may be used if such standards are not less exacting than corresponding IEC Standard subject to the SPC's approval. The Works shall be constructed in accordance with the laws of Fiji and associated Acts and Regulations. These include:
 - I. The Electricity Act 2017
 - II. Health and Safety at Work Act 1996 and its subsidiary legislation's
 - III. Environment Management Act 2005 and its subsidiary legislation's
3. The bidder shall quote for material and Labour cost separately. Thus, the labour cost should be based on the approved hourly rate.
 4. The bidder shall comply with any requirements and conditions relating to the services as stated in the Purchase Order or contract and all services must conform to any specifications relating to the services as stated in the Purchase Order or contract.
 5. The bidder shall specify precisely the warranty period and warranty coverage for the services or items ordered by SPC. Materials supplied shall be issued with a reasonable warranty certificate. The Warranty for tools and electrical items must at least be 1 year. Should there be any manufacturing defects during the warranty period, the supplier shall replace the goods immediately at their own cost.
 6. The bidder shall submit samples, brochures, photos and Material Safety Data Sheet pertaining to the items ordered by SPC, the supplier through the SPC account manager shall also provide SPC with regular updates on new products in the market, discounts available, promotions or to demonstrate as necessary, whenever requested to do so.
 7. All workers brought in by the appointed bidder on to the SPC campus shall be the full responsibility of the bidder. SPC shall not be liable for any injuries to the bidder's workers on the Campus or damages to machines while carrying out this scope of service.
 8. The bidder shall appoint a designated Account Manager for SPC who shall be contactable, 24 hours 7 days a week.

D. Expected Outputs

1. For every specific requirement, the preferred provider shall respond to SPCs Request for Quotation within twenty-four (24) hours, unless due to an emergency it is not possible to provide immediate attention to keep the SPC facilities operational. In such circumstances the services or supplies needs to be delivered as soon as conditions permit.

In the event of an emergency, preferred provider can obtain verbal authority to proceed with the emergency works may be provided by SPC's authorised delegate and the approved official SPC Purchase Order would be issued as soon as it is practical.

2. Should the preferred provider fail to deliver the service on time as stipulated on the Purchase Order or as initially agreed, SPC has the right to cancel the order and shall not be responsible for costs incurred.
3. The preferred provider upon receipt of the official approved SPC Purchase Order shall provide the necessary service and products to the project site as per the agreed delivery schedule or to any the SPC Suva Offices located in the following locations:
 - a. Nabua Campus - 3 Luke Street Nabua.
 - b. Mead Road Campus - 241 Mead Road, Nabua.
 - c. Lotus Campus - Level 1 and 2, Lotus Building, Nabua.
 - d. Narere Campus -Beaumont Road, Narere.
4. SPC will not be liable for payment for items delivered without receipt of approved SPC Purchase Order or Contract.
5. In the case where service needs to be provided at any other locations apart from the 4 locations mentioned above, the delivery of this service shall be agreed in writing between SPC and the appointed bidder
6. The service provider shall be notified directly by the Procurement, Grants, Risks and Assets Manager or his duly delegated and authorized staff if services are to be rendered at any other location apart from the four locations mentioned above. The delivery address shall be stated on the approved SPC Purchase Order and issued to the supplier once approved by the relevant authority.
7. The service rendered shall be received and the service report signed by SPC staff only. SPC will not be responsible for costs incurred from loss of items that is not received by an SPC staff.
8. A delivery docket shall be issued by the preferred provider. The delivery docket shall state the SPC purchase order number, description of service, hours of service rendered and the agreed rate in the preferred provider agreement and must be submitted to SPC at the time of the delivery. The service hours shall not change from the hours stated in the purchased order. In unforeseen circumstance, where more hours are required, prior approval needs to be undertaken from an authorized SPC personnel
9. The nature of services, works and installations (but not limited to) the preferred provider may need to carry out is as follows:
 - Attend to breakdown and faults
 - New Wiring and Circuits or service upgrade
 - Attend to generator faults
 - Circuit Panel Upgrade
 - Installing a Sub-Panel
 - Installing office lights as per requirement by the SPC facilities team
 - Electrical Outlet Replacement or relocation
 - Installing Smart Devices
 - Electrical design, construction and installation of electrical equipment's
 - General troubleshooting
 - Provide energy saving options

10. Materials Used

All materials used under this contract shall be new and of the quality and class most suitable for working under the conditions specified and shall withstand the variations of temperature, atmospheric conditions arising under working conditions without distortion or deterioration or the setting up of undue stresses in any part and also without affecting the strength and suitability of the various parts of the work which they have to perform. All work shall be carried out and completed in a neat and professional manner to the satisfaction and approval of the SPC's Representative.

SPC may seek additional quotes from alternate service providers and suppliers from the market for materials to ascertain best value for money.

The commonly used material of the following shall be maintained by the appointed preferred provider

Material Description	Brand (If Applicable)
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
Weatherproof Sunset Switch	
15 amps power point	
15 amps twin power point	
10 amps power point	
10 amps twin power point	
10 amps Circuit Breaker	
16 amps Circuit Breaker	
Light Wire	
Power Point Wire	
20 amps Circuit Breaker	
Single, double, three and four Gang Light Switch	

E. Institutional Arrangement

The contractor shall be responsible to the Manager Procurement Grants Risks and Assets (PGRA) for any aspect of the agreement. The preferred provider shall operate on a 60 days Credit term for SPC.

SPC shall conduct performance evaluation annually and the outcome of which shall be shared with the management of the Company.

1. Commissioning, Inspection and Testing

The Certificate for Completion does not become due until site testing and commissioning is complete to the satisfaction of SPC. Allow SPC the opportunity of attending and witnessing the tests and commissioning.

The appointed preferred provider shall include the following in the testing procedures as a minimum:

- Check complete installation visually for compliance with the Specification.
- Check all control panels for operation of switches, circuit protection, contactors, controls etc.
- Continuity and insulation resistance check on all wiring and cabling. Ensure sensitive equipment is disconnected. Check and test all RCD equipment for correct operation.
- Check all labelling.
- Check fixings of all equipment and systems installation to ensure stability under possible seismic conditions.
- Provide approved written test result from the Fiji Electricity Authority. (If Needed)
- Test and commission all components, items, circuits and systems both independently and in association with the complete installation.
- Allow to employ the manufacturers of any specialist equipment installed to test and commission that equipment.
- Provide all equipment and apparatus necessary for this demonstration.
- Inspect and test the complete system in accordance with Fiji Building Code and AS3000 and obtain Certificate of Compliance from the Fiji Electricity Authority.
- Repair or replace as instructed by SPC, at no charge, any item or features not complying with these Documents.

F. Duration of the Agreement

The preferred provider agreement will be initially for a period of 1 year. The agreement may be renewed and extended for another 3 years subject to an annual performance review and a market review of the rates by SPC to ensure the supplier is providing the best value for money.

G. Duty Station

The preferred provider maybe required to travel to following locations when required.

1. Nabua Campus - 3 Luke Street Nabua.
2. Mead Road Campus - 241 Mead Road, Nabua.
3. Lotus Campus - Level 1 and 2, Lotus Building, Nabua.
4. Narere Campus -Beaumont Road, Narere.

H. Qualifications of the successful preferred provider.

Technical Competencies

The Technical Proposal will be evaluated against the following criteria:

- I. The company must be legally registered and have a minimum of 15 years' experience in delivering services to government agencies, NGOs or companies considered to be of significant size (more than 50 employees)
- II. The bidder must have an Electrical Contractor License
- III. The bidder must have a sound financial statement (audited) over the last 3 years.
- IV. Must be able to supply diverse range materials for general electrical works.
- V. The company must be able to accept SPC Purchase Order with a 60-day payment term
- VI. The service, equipment, components and materials supplied should be in line and comply with all relevant local and international technical standards and quality control specifications.
- VII. Must be able to provide technical support and advice on the material requirements if and when required by SPC
- VIII. Must be able to supply and deliver the materials within the time frame specified in the purchase order, or the time frame described in Part D (2)
- IX. The Accounts Manager and the Sales and Marketing team shall have the expertise and competencies to attend to SPC's requirements in an efficient manner.
- X. The bidder must have the capacity to manage SPC account effectively

Criteria		Weight %	Score
1	Minimum of one Electrical technician and one Electrician Engineer designated to attend to SPC electrical breakdowns and emergency calls.	Mandatory Requirement	N/A
2	Valid Electrical Contractors and Wiremen's Licence. Must be registered under EFL Listing as Licenced contractors	Mandatory Requirement	N/A
3	Organisational Background		
	<ul style="list-style-type: none"> The company must be legally registered and have a minimum of 15 years' experience in delivering services to government agencies, NGOs or companies considered to be of significant size (more than 50 employees) 	15	
	<ul style="list-style-type: none"> Relevant Work Experience in similar contract situations designated staff to SPC (Provide CV's of staff and relevant electrical licence with at least 3 referees) 	10	
	<ul style="list-style-type: none"> Provide information on performance in similar contracts 	5	
4	Technical Capacity		
	<ul style="list-style-type: none"> Adequacy of appropriate Materials 	5	
	Services shall comply with all relevant statutory regulations and Fiji Electricity Authority Standards		
	<ul style="list-style-type: none"> Electrical Emergency Response Plan 	10	
	Response plan which would entail steps to be taken to address the power outage or other emergency issue and resolve it as efficiently and as quickly as possible		
	<ul style="list-style-type: none"> Scheduled Maintenance Plan 	10	
	Demonstrate the ability to provide maintenance plan scheduled annually and biannually to prevent the health and safety risks posed by due to worn out electrical cables or faulty appliance etc.		
	<ul style="list-style-type: none"> Future Sustainable Development Plan 	10	
	Able to include a 2-year sustainable development plan for an organisation such as SPC		
	<ul style="list-style-type: none"> Timely Delivery 	5	
	Timely response to request for quotation and queries		
	<ul style="list-style-type: none"> Service Warranty 	5	
	Warranty period for all electrical service provide to SPC		
<ul style="list-style-type: none"> Return Job Policy 	5		
Upon delivery of faulty equipment or non-compliant work, provider must return to fix the related issues			
<ul style="list-style-type: none"> Demonstrated ability to carry out work as per required standards and legislative requirements 	10		

	The Works shall be carried out in accordance with the laws of Fiji and associated Acts and Regulations. These include: a. The Electricity Act 2017 b. Health and Safety at Work Act 1996 and its subsidiary legislation's c. Environment Management Act 2005 and its subsidiary legislation's		
	• Reporting Capacity	5	
	Able to carry out periodical assessment and report onsite inspection, electrical hazards, risks and review EFL bills etc (Quarterly Report)		
5	Proposed Approach		
	• Good understanding of SPC's construction and electrical requirements demonstrated through the appropriate methodologies and approach proposed	5	
	Total	100%	700
	Qualification Score	70 %	490

I. Scope of Bid Price and Schedule of Payments

1. The rates quoted by the supplier should represent for best value for money.
2. The rate quoted should be valid and are to remain fixed for a period of one (1) year from the date of award of contract, and must be inclusive of, insurance, charges, GST, levies and taxes.
3. In the event that the services are required by SPC within a year of signing of contract the Supplier(s) shall provide the services at the contract rate.
4. If there is a change in the Price for reasons beyond the supplier's control, SPC should be advised promptly and upon approval by SPC, the contract rate shall be amended.

J. Invoices

All invoices quoting the official purchase order must be submitted to the receiving officer or the Finance Section, SPC. Invoices delivered elsewhere may lead to delay in payment

K. Key Performance indicators

- a) Providing best value for money for each order placed by SPC
- b) Delivery of Service within the timelines proposed on the purchase order
- c) Quality of product and services
- d) Compliance with standards and requirements at all times
- e) Nil rejected materials to be used
- f) Complying with the SPCs documenting/Invoicing procedures
- g) Providing and maintaining the scheduled maintenance plan]
- h) Providing all reporting as specified in the TOR Annex II

PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: RFP21-012

Pacific Community (SPC)
 Procurement Unit
 Private Mail Bag
 Suva–FIJI
 Email: procurement@spc.int

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.
- We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.
- **The SPC general conditions of contract are not negotiable.**

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Company Name:

Position of Representative:

Name of Representative:

Signature of Representative:

Dated this _____ day of _____ 20_____

TECHNICAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: RFP21/012

PART A: Organisational Background/ Relevant Experience

A1: Firm/Institution Background

Registered Name:	
Year Established:	
Physical Address/es:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Licensed Electricians:	
Financial Standings for at least 2 years (Provide last 2 years Financial Statements if possible but not Mandatory)	

A2: Work Experience

(2 pages maximum, 3 per project)

Using the format below, bidders shall provide details of three projects that demonstrate their experience

Detailed evidence of the proposed subcontractors' relevant experience must also be submitted.

The projects cited must have been completed or substantially completed within the last 5 years and be of a similar nature to this contract.

Bidder's Experience			
<u>Relevant Experience - Project One</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description:			
Previous Client contact name and phone number:			
Names of Key Delivery Team Members and Roles:			
Names and roles of bidders' subcontractors:			

A3: Track Record

(3 pages maximum, 1 per project)

Using the format below, bidders shall provide details of three projects that demonstrate their track record in completing works similar to the Contract Works.

The areas on which referees will be asked to comment may include:

- Quality of the work,
- Programme achieved versus planned,
- Management style, claims culture,
- Clarity of documentation submitted,
- Health, safety and environmental management,
- Coordination and communication skills (internally and externally),
- Effectiveness of quality assurance systems.

Bidder's Track Record			
<u>Track Record - Project One</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description and key points on Contractors performance:			
Client Reference contact name and phone number:			
Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).			
Was project delivered to the required quality standards and was any rework required			
Was project completed within the required budget and/or what were reasons for any cost overruns			

Bidder's Track Record			
<u>Track Record - Project two</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description and key points on Contractors performance:			
Client Reference contact name and phone number:			
Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).			
Was project delivered to the required quality standards and was any rework required			
Was project completed within the required budget and/or what were reasons for any cost overruns			

Bidder's Track Record			
<u>Track Record - Project Three</u>			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:		Tenderer's Role:	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
Project Description and key points on Contractors performance :			
Client Reference contact name and phone number:			
Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).			
Was project delivered to the required quality standards and was any rework required			
Was project completed within the required budget and/or what were reasons for any cost overruns			

Projects undertaken related to alternative and renewable energy source carbon footprint monitoring and reporting.

<u>Bidder's Track Record</u>			
Track Record - Project Four			
<u>Project Title:</u>		<u>Previous Client Name:</u>	
<u>Project Location:</u>		<u>Project Dates:</u>	<i>[Start Date and Contract Duration]</i>
<u>Contract Value:</u>		<u>Tenderer's Role:</u>	<i>[e.g. Main Contractor, Subcontractor, Joint Venture]</i>
<u>Project Description and key points on Contractors performance :</u>			
<u>Client Reference contact name and phone number:</u>			
<u>Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).</u>			
<u>Was project delivered to the required quality standards and was any rework required</u>			
<u>Was project completed within the required budget and/or what were reasons for any cost overruns</u>			

PART B.1: Technical Capacity

Please share business and management structure of the firm

Using the table below, for each key role listed, bidders shall describe their proposed team members **(one page per role). The CVs for key personnel must also be provided**

It is acceptable for roles requiring partial commitment to be undertaken by the same person, provided they have the appropriate skills

List of Key Roles and Responsibilities each personnel will undertake:

Personnel's	Bidders Response
Contract Manager/Contractor's Representative	
Site Base Electrical Engineer (Licensed)	
Licensed Electrical Technician	

❖ Add more lines if necessary

Part B.2: Contractor's Equipment

(2 pages maximum)

Using the format below, bidders shall submit details of materials and the availability, brand, age and condition of Contractor's Equipment that will be used in the execution of the Works¹. Tenderers must demonstrate that they own or have the ability to hire the specific plant listed below.

Materials and Contractor's Equipment (to be used on this Contract)	Tick One		
	Already Owned	Will be Purchased	Will be Hired
1. Contractor's Equipment <i>[list]</i>			
Cherry Picker trucks			
Cable Pullers			
Trucks			
Excavator (trenching works)			
Circuit Finders and Multimeters			
Power Tools			
Back-up Generators			

Responses to Technical Criteria	Bidder Response
Technical	
Delivery Capacity	
Describe whether the bidder has the qualified staffing capacity to respond and provide the needed service within the required timeframe?	
Describe whether bidder has the necessary tools and equipment's to provide the services mentioned in Annex II; Scope of Services; part B 1 (List down essential tools and equipment's owned by the company)	
Timeframe	
Timely response to request for quotation and queries. How soon does the bidder intend to respond to queries/request for quote/request for site visit and diagnosis of issues?	
Explain how the bidder intends to respond to requests under the following circumstances?	
I. Respond within 2 hours after the issuance of PO to attend to electrical faults	
II. Respond within 24 Hours after the issuance of PO for installation works.	
Qualified Electrical Technician with wiremen's licence All electrical contractors must have a valid Electrical Contractors License to carry out any electrical works. (Must be registered under EFL listing) Bidder must respond by providing supporting documents.	
Warranty	
What are the service warranties' the bidder is offering for all works undertaken and materials supplied?	
What is the service warranty period for labour works for each type of service? a. New Wiring and Circuits and service upgrade b. Circuit Panel Upgrade c. Installing a Sub-Panel d. Installing office lights as per requirement by the SPC facilities team e. Electrical Outlet Replacement or relocation f. Installing Smart Devices g. Electrical design, construction and installation of electrical equipment's	
Adequacy of appropriate Materials and Warranty Bidder to respond on brand, quality, and warranty on materials	
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	

Weatherproof Sunset Switch	
15 amps power point	
15 amps twin power point	
10 amps power point	
10 amps twin power point	
10 amps Circuit Breaker	
16 amps Circuit Breaker	
20 amps Circuit Breaker	
Light Wire	
Power Point Wire	
Single, double, three and four Gang Light Switch	
<p>Return Job Policy Provide response on the bidders Return Job Policy upon delivery of faulty equipment or non-compliant work that is deemed as unsatisfactory by the SPC Facilities team.</p>	
<p>Electrical Emergency Response Plan Provide response plan which would entail steps to be taken to address emergency issues</p>	
<p>Scheduled Maintenance Plan Provide a scheduled maintenance plan suited to SPC</p>	
<p>Future sustainable development plan Provide 2 years sustainable development plan</p>	
<p>Understanding and compliance with OHS regulations and requirements Health and Safety at Work Act</p>	
<p>Able to carry out work as per required standard Describe in the space provided or provide supporting documents in response to the bidders understanding of electrical standards as per the EFL regulation</p>	
<p>Reporting Capacity Describe in the space provided or provide supporting documents commenting on the analysis and reporting capacity of the bidder as specified in the Terms of Reference.</p>	
<p>Proposed Approach Describe the overall management approach and strategies towards planning and implementation of the tasks required under the technical specifications. And Good understanding of SPC's construction and electrical requirements demonstrated through the appropriate methodologies and approach proposed.</p>	
<p>Technical Quality Assurance Mechanisms- The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the</p>	

goods and technologies to be supplied in accordance with EFL standards.	
Sustainability Measures: Demonstrate how you plan to integrate sustainability measures in the execution of the contract. The Bidder shall notify SPC on the power consumption and other Photovoltaic system options as specified in the Terms of Reference	

Certification

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

Name: _____

Functional Title: _____

Date: _____

Signature: _____

Company Seal/Stamp (if any)



FINANCIAL PROPOSAL SUBMISSION FORM*Request for Proposal (RFP) no: RFP21-012*

A) Cost Proposal – All prices quoted are in FJD and inclusive of all taxes.

THE FORMAT SHOWN BELOW SHOULD BE USED IN PREPARING THE PRICE SCHEDULE

For the Price Schedule excel copy refer to Annex VI, F: Appendix, Attachments

1. The bidder is required to provide the price per unit for each of the following items and also specify if there are any discount or exemptions.
2. All costs indicated on the financial proposal should be inclusive of all applicable taxes.
3. The rate quoted should be valid and are to remain fixed for a period of one (1) year from the date of award of contract, and must be inclusive of, insurance, charges, GST, levies and taxes.
4. Where applicable, the bidder shall quote for items rated for energy efficiency (e.g 5 star rather than 1-star) and this should be noted in the comments section

B) Payment Schedule**Labour**

Payment shall be based on the nature of works completed on an hourly rate for the technicians attending work at job site and for the material used as per the job sheet.

Rate	Designation							
	Electrical Engineer/Supervisor (Licenced)				Support Staff/Electrical Technician (Licenced)			
	Normal Rate	Weekend Rate	Public Holiday	Emergency Breakdowns	Normal Rate	Weekend Rate	Emergency Breakdowns	Public Holiday
Hourly Rate								
2nd Hourly Rate								

C) Materials

Material Description	Quantity	Unit Price	Brand (If Applicable)
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	1		
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	1		
4ft twin led 2 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	1		
4ft Single led 1 x 18w - Non-Corrosive weatherproof fluorescent light with fittings	1		
Weatherproof Sunset Switch	1		
15 amps power point	1		
15 amps twin power point	1		
10 amps power point	1		
10 amps twin power point	1		
10 amps Circuit Breaker	1		
16 amps Circuit Breaker	1		
Light Wire	1 meter		
Power Point Wire	1 meter		
20 amps Circuit Breaker	1		
Single, double, three and four Gang Light Switch	1		

Certification

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

Name: _____
Functional Title: _____
Date: _____

Signature: _____

Company Seal/Stamp (if any)



BIDDER'S INSURANCE STATEMENT
Request for Proposal (RFP) no: RFP21-012

(1 page maximum)

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of contract.

Bidder's Insurance Statement

Statement by the Bidder

In accordance with the requirements of the Request for Proposal, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful.

We have supplied our insurer or broker with a full copy of the Request for Proposal and they have agreed to effect on our behalf insurance policies which satisfy the Agreement's requirements for:

- Insurance for Works
- Insurance for Contractor's Equipment
- Insurance for Public Liability
- Insurance for Contractor's Personnel
- Insurance for workman's compensation

Please refer to Article 10 of the SPC General Contract Conditions.

We acknowledge that after award of the Contract

- Evidence of the contract insurances will be completed and forwarded to SPC

We confirm that we understand and agree to the Insurance Requirements, in particular relating to the use of approved or alternative insurers.

Signed: _____ Date: _____

On behalf of the Bidder _____

CONFLICT OF INTEREST DECLARATION
Request for Proposal (RFP) no: RFP21/012

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

3. 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_____

DUE DILIGENCE QUESTIONNAIRE
Request for Proposal (RFP) no: RFP21/012

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

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed

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

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

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

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

For companies and other legal entities

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

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

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

Head Office & domestic branches Yes No N/A

Domestic subsidiaries Yes No N/A

Overseas branches Yes No N/A

Overseas subsidiaries Yes No N/A

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

If you answered 'yes' please specify the name:

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

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

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

If yes, please state that officer's contact details:

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

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

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

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

If you answered 'yes' please provide details

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

If you answered 'yes' please provide details

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

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

Date: .../.../.....

Name:

Signature:

Title:

SPC GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

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

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

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

6. SUB-CONTRACTING

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

with the contract and shall not in any way prejudice the implementation of any of its provisions.

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

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

8. INDEMNIFICATION

8.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

8.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.

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

9. FRAUD AND CORRUPTION

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

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

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

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

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless

in relation to the harm caused or the benefit or advantage obtained.

9.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

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

13. INTELLECTUAL PROPERTY RIGHTS

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

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

14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name,

emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

15.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

16. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

16.2 The Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

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

17. CONFLICT OF INTEREST

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

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

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

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

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

Child protection

18.3 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

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

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

18.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Human rights

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

18.6 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Gender equality and social inclusion

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

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

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation

arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

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

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

18.12 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

Environmental responsibility

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

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

19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

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

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

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

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

- (i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.
- (ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in

the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Contractor, at no cost to SPC.

20. OBSERVANCE OF THE LAW

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

21. AUTHORITY TO MODIFY

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

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

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

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this contract.

22.3 The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this contract.

22.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, SPC shall have the right to suspend or terminate this contract on the same terms and conditions as are provided for in clause 23 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 24 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

23.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

23.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

24. SETTLEMENT OF DISPUTES

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.