**RFQ 23-5985**

# Part 5: PROPSOAL SUBMISSION FORMS

### BIDDER’S LETTER OF APPLICATION FORM

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 Financial Proposal attached herewith and made part of this proposal.

We acknowledge that:

* SPC may exercise any of its rights set out in the RFP/RFQ documents, at any time;
* The statements, opinions, projections, forecasts, or other information contained in the Request for Proposal documents may change;
* The RFP/RFQ 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 RFP/RFQ documents nor the acceptance of any tender nor any agreement made subsequent to the RFP/RFQ documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the RFP/RFQ documents, or since the date as at which any information contained in the RFP/RFQ 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 RFP/RFQ documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

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 based on the Technical and Financial Components proposed.

|  |
| --- |
| **For the Bidder:** *[insert name of the company]* |
| Signature:Name of the Bidder’s representative: *[insert name of the representative]*Title: *[insert title of the representative]* |
| Date: *[Click or tap to enter a date]* |

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### TECHNICAL PROPOSAL SUBMISSION FORM

##### **INSTRUCTIONS TO BIDDERS**

*The Technical Proposal Submission Form is a table that includes the technical criteria on which bidders will be scored and allows the bidder to respond to them. This table is then used by the technical evaluation committee to score the technical proposals received.*

|  |
| --- |
| Technical Requirements |
| *Evaluation criteria* | *Response by Bidder* |
| Experience and specified personnel/sub-contractors |
| **Referees**  | **Country applying for:** |
| *[insert details of relevant experience]* |
| **Details for three references:** |
| 1. Client’s name: *[insert name of client 1]*
 |
| Contact name: | *[insert name of contact]* |
| Contact details: | *[insert contact details]* |
| Value contract: | *[insert value of contract]* |
| 1. Client’s name: *[insert name of client 2]*
 |
| Contact name: | *[insert name of contact]* |
| Contact details: | *[insert contact details]* |
| Value contract: | *[insert value of contract]* |
| 1. Client’s name: *[insert name of client 3]*
 |
| Contact name: | *[insert name of contact]* |
| Contact details: | *[insert contact details]* |
| Value contract: | *[insert value of contract]* |
| **Mandatory – CV**  | Please provide CV of all key personnel proposed  |
| Technical Requirements  |
| Have more than 5 years’ experience in farming. | *[Bidder’s answer]* |
| Have knowledge in conducting organic farming. | *[Bidder’s answer]* |
| Understand the Pacific Organic Standard (POS). | *[Bidder’s answer]* |
| Understanding of the Fiji’s agricultural, forestry and land management context. | *[Bidder’s answer]* |
| Experience in working with multiple stakeholders. | *[Bidder’s answer]* |
| Computer knowledge for writing reports. | *[Bidder’s answer]* |

|  |
| --- |
| **For the Bidder:** *[insert name of the company]* |
| Signature:Name of the representative: *[insert name of the representative]*Title: *[insert Title of the representative]* |
| Date: *[Click or tap to enter a date]* |

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###  BIDDER’S FINANCIAL PROPOSAL

 The contract schedule of payment will be based on milestones achieved monthly. Please provide a daily or monthly rate for your professional fees and total professional fees.

|  |  |  |
| --- | --- | --- |
| Services description | Lump sum Price *[Currency]* | Total Amount [INSERT CURRENCY] |
| Professional Fees  | Daily Rate  | *[total amount]* |
| **Total Professional Fees**  | Total lump sum | *[total amount]* |

The consultant is required to provide any additional costs including in country travel costs, perdiems and any other related costs in the financial proposal submission form (if not already included in the professional fee) payable by SPC solely. This will be reimbursed by SPC upon submission of receipts and other supporting documents. The costs must solely be for the purpose of implementation of project activities will require approval from Project manager before it is incurred. Please include these costs here:

|  |
| --- |
| Other costs |
| Item description | Total Amount [INSERT CURRENCY] |
| *[Item description]* | *[total amount]* |
| *[Item description]* | *[total amount]* |
| *[Item description]* | *[total amount]* |
| *[Item description]* | *[total amount]* |
| **Total Other costs** | *[Total]* |

|  |  |
| --- | --- |
| Total Professional Fees  |   |
| Total other costs  | *[total other costs]* |
| **GRAND TOTAL IN** [INSERT CURRENCY] |  |

SPC does not provide or reimburse insurance for consultant’s travel or health, professional indemnity or any other risks or liabilities that may arise during the consultancy (this includes any subcontractors or associates the consultant may hire). SPC is also not responsible for any arrangements or payments related to visas, taxes, or duties for which the consultant may be liable.

The Contractor’s duty station is their home country with travel. If International travel is required, SPC will pay semi flexible economy airfares, meals, incidentals, and accommodation (DSA). SPC will not cover any IT and communication equipment for the duration of the assignment. The consultant is to ensure stable internet connection for virtual interactions when necessary.

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer.

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.

|  |
| --- |
| **For the Bidder:** *[insert name of the company]* |
| Signature:Name of the representative: *[insert name of the representative]*Title: *[insert Title of the representative]* |
| Date: *[Click or tap to enter a date]* |

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal (the "**Contract**")

To: (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2 Having been:

1. convicted, within the past five years by a court decision, which has the force of *res judicata i*n the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
3. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State‑owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti‑competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[1]](#footnote-1):

Signature:

Dated:

1. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-1)