

REQUEST FOR PROPOSAL

RFP No: RFP 21/025

DATE: 19/02/2021

SUBJECT : PREFERRED COURIER SERVICE PROVIDERS FOR SPC EQAP DIVISION

You are requested to submit a comprehensive proposal for Courier service providers for SPC EQAP Division.

To enable you to submit a Proposal, please find enclosed:

- Annex I:** Instructions to bidder
- Annex II:** Specification of Services
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** 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, Grant, Risk & Assets

ANNEX-I

INSTRUCTIONS TO BIDDERS

**“Preferred Courier Service Providers for SPC EQAP Division
RFP 21/025**

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
- c. Annex V: Financial Proposal submission form

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **19th March 2021 no later than 4.00pm 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 and publication on SPC website. 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. A Pre-Bid Meeting for all prospective bidders will take place on **9th March at 12pm Fiji Time**. The purpose of this meeting will be to provide clarifications that the bidders may have regarding the RFP document, and also to provide background and further details on the scope of work required to be undertaken under the Terms of Reference provided as Annex of this RFP. The meeting will take place virtually through Skype for Business. Bidders are required to register their interest to attend by **5th of March 4pm Fiji Time**. Bidders are required to email their interest to participate by emailing procurement@spc.int with their contact details and skype ID/addresses. While emailing for registration, in the subject of the email, bidders must mention the RFP for which they are registering. Bidders who are not able to attend will not be restricted from submitting a proposal for this RFP.

1.4. All proposals submitted together with all 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 cases the interpreted document will be used for processing and evaluation purposes. All proposals should be in Word or PDF format. Please note that the maximum size attachments SPC can receive is 10Mb.

1.5. All prices in the proposals should be presented in priority in AUD and inclusive of all taxes.

1.6. The proposal has to be in two separate sealed envelopes as follows:

- a) Part A (Envelope 1) should contain the Proposal Submission Form, Technical Proposal Submission Form.
- b) Part B (Envelope 2) should contain the Financial Proposal Submission Form.

Both envelopes should be clearly labelled and state the appropriate parts (Part A or B) to which the proposal refers. The bidders must submit proposals for both Part A and Part B.

- c) The electronic submission procedures shall be:
 - i Send in a first email the technical proposal and related document(s), clearly indicating the RFP number in the email subject; and
 - ii Send in a second email the financial proposal 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.

Proposals should be emailed to procurement@spc.int with the heading “RFP21/025 COURIER SERVICE PROVIDERS FOR SPC EQAP DIVISION

1.7.

1.8. or sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP21/025
Private Mail Bag
Suva – FIJI

Or

Hand Delivered

to Request for Proposal Box situated at:

Pacific Community (SPC)
Office Procurement
Unit – RFP21/025
Nabua, Suva, Fiji

1.7 Any proposal received by the SPC after the deadline for submission of proposals, will be rejected.

1.8 Bidders must insist on an acknowledgment receipt for proposals delivered to the Request for Proposal Box.

1.9 Request for proposal forms with all the relevant documentations must be completed with electronic copies in Word and PDF format.

2. Request for Proposals Timelines and Due Dates

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

Table 1 : Tender timelines and due dates		
	Date	Time (Fiji time)
Deadline for pre-bid meeting registration	5 th March 2021	4pm
Pre bid meeting	9th March 2021	12.00 pm
Deadline for seeking clarification From SPC	12 th March 2021	4.00 pm
Deadline for SPC response to clarifications and posting on SPC website	16 th March 2021	4.00 pm
Deadline for Submission of Proposals	19th March 2021	4.00 pm
Bids opening session	1 st Week of April	TBC
Notification of award to the successful bidder	1 st Week of May	TBC

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 costs 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 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/her own conditions of sale may be, which he/she 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 organizational 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 clarification on any issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is **12th March 2021**.

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

3.7.3 No clarification meeting / site visit planned.

4. **One Proposal per Bidder**

Each bidder shall submit only one proposal, 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. **Withdrawal of Proposals**

5.1. The bidder may withdraw his/her proposal after the 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 following 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 his/her tender for a further period of 60 days following receipt of the notification that he/she has 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 distributed to all the bidders 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 Evaluation Committee after the closing of the request for proposals.

- 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 Evaluation 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 Scope of Works. The table also reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the item in the overall evaluation process.
- 8.5. The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria (summary):

Summary of Technical Competencies	Score Weight	Points Obtainable
<p>Background/Expertise of the firm /institution submitting proposal</p> <ul style="list-style-type: none"> • A firm /institution with at least (three) 3 years' experience in Courier Services capable of secure delivery of examination papers 	5%	50
<ul style="list-style-type: none"> • Storage Able to store packed consignments free of any costs in facilities properly sheltered from external weather until uplifted to the carrier vessel. 	10%	100
<ul style="list-style-type: none"> • Personnel <ol style="list-style-type: none"> i. Appropriately trained staff to carry out end to end shipping of secure packages. ii. Assigned contact to Reply and respond to correspondences such as emails or phone calls promptly 	5%	50



and sign off on confidentiality forms		
<ul style="list-style-type: none"> • <u>Confidentiality of Documents</u> Appropriate measures to assure security and confidentiality of package contents clearly articulated in proposal 	15%	150
<ul style="list-style-type: none"> • <u>Quarantine and Customs Requirements</u> Process for quarantine and customs is clearly articulated in proposal for delivery to: <ul style="list-style-type: none"> i. Cook Islands ii. Federated States of Micronesia iii. Republic of Kiribati iv. Republic of Nauru v. Niue vi. Palau vii. Papua New Guinea viii. Republic of Marshall Islands ix. Samoa x. Solomon Islands xi. Tokelau Islands xii. Tonga xiii. Tuvalu xiv. Vanuatu 	10%	100
<ul style="list-style-type: none"> • <u>Insurance</u> Clearly defined Insurance processes and protection levels. 	5%	50
<ul style="list-style-type: none"> • <u>Tracking of the Consignment</u> Clearly articulated processes for tracking of consignments 	10%	100

and notifications to Shipper and recipients • References: At least two (2) letters of reference from clients with similar shipping and security needs	10%	100
Total Technical score	70%	700
Minimum score to qualify to Stage 2 of the evaluation process	49%	490
Summary of Technical Competencies	Score Weight	Points Obtainable
Financial Evaluation	30%	300
Total Scores	100%	1000

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (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 on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC.

The lowest financial proposal for fare quotes will be awarded maximum 200 points and other financial offers and incentives will be awarded 100 points. The formula used for scoring points for financial values and fare quotes proposed will be:

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

8.9. No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer.

8.10. Bidders will be deemed to have satisfied themselves, before submitting their tender and to its correctness and completeness, taking into account 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. Bidders must quote by unit and overall prices for their tenders on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.

8.12. The price for the contract is inclusive of all taxes and is fixed and not subject to revision.

9. Award of Contract

- 9.1. The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Scope and Technical Specifications with due consideration to SPC Procurement and Supply Chain Management Guidelines which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.
- 9.2. SPC reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for SPC's action.
- 9.3. 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.
- 9.4. Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.
- 9.5. The SPC general conditions of contract (Annex VI) is not negotiable.

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, a bidder can email complaints@spc.int with specified allegations. The protest will need to include:
- full contact details of the bidder.
 - details of the relevant procurement.
 - reasons for the protest, including how the alleged behaviour negatively impacted on the bidder's bid;
 - copies of any documents supporting bidder's grounds for protest; and
 - the relief that is sought.
- 10.3. The protest will be recorded and will be acknowledged promptly. The bidder may be contacted to provide more information. An officer not involved in the original procurement process and with no conflict of interest will be nominated to investigate the protest.
- 10.4. The protest will be received in good faith and will not impact the bidder's involvement in future bids.

ANNEX-II

SPECIFICATION OF SERVICES

**“Preferred Courier Service Providers for SPC EQAP Division
RFP 21/025**

1. Introduction

1) SPC is an intergovernmental organisation that provides technical and policy advice and assistance to its Pacific Island members. SPC was established as an international organisation in 1947 and has 26 member countries and territories.

To achieve efficiency and the best value for money for Courier Service Providers, the EQAP Division of the Pacific Community intends to appoint one or several Courier Service Providers under preferred supplier agreements. The selected service provider(s) will be initially appointed under the preferred supplier arrangements for a period of one (1) year with a possible extension for another one (3) year upon satisfactory performance by the service provider. The performance of the contractor(s) will be monitored, and a service audit will be carried out by SPC’s procurement team at least every six months.

The contracted Courier Service Provider shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the SPC:

	Details of Service		Performance Standards
1	Storage	1. 1	Able to store packed consignments free of any costs in facilities properly sheltered from external weather until uplifted to the carrier vessel.
2	Personnel	2. 1	Appropriately trained staff to carry out end to end shipping of secure packages.
		2. 2	Assigned contact to Reply and respond to correspondences such as emails or phone calls promptly and sign off on confidentiality forms
	Service Areas		Performance Standards
3	Confidentiality of Documents	3. 1	Appropriate measures to assure security and confidentiality of package contents clearly articulated in proposal
4	Quarantine and Customs Requirements	4. 1	Process for quarantine and customs is clearly articulated in proposal for delivery to: <ul style="list-style-type: none"> i. Cook Islands ii. Federated States of Micronesia iii. Republic of Kiribati

			<ul style="list-style-type: none"> iv. Republic of Nauru v. Niue vi. Palau vii. Papua New Guinea viii. Republic of Marshall Islands ix. Samoa x. Solomon Islands xi. Tokelau Islands xii. Tonga xiii. Tuvalu xiv. Vanuatu xv.
5	Insurance	5. 1	Clearly defined Insurance processes and protection levels.
6.	Tracking of the Consignment	6. 1	Clearly articulated processes for tracking of consignments and notifications to Shipper and recipients
7.	References	7. 1	At least two (2) letters of reference from clients with similar shipping and security needs

Annex III
PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: 21/025

RFP 21/025– PREFERRED COURIER SERVICE PROVIDERS FOR SPC EQAP DIVISION

Pacific Community (SPC)

Procurement Unit

Private Mail Bag

Suva – FIJI

Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required equipment, delivery, handling of all materials, guarantee for all products listed as per requirements and all other items described or mentioned or reasonably to be inferred from the specifications and drawings provided for the sum as 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 lodgment 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.

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.

Date this _____ day of _____, 2021

Firm /Institution:

Representative:

Position of Representative: _____

Signature of Witness:

Address of Witness:

Signature of Representative:

TECHNICAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 21/025

PART A – Firm /Institution Background

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
A firm /institution with at least (three) 3 years' experience in Courier Services capable of secure delivery of examination papers	
Successful in meeting deadlines.	
At least two (2) letters of reference from clients with similar shipping and security needs	

PART A2 – Experience of firm /institution and ability related to the required services

With reference to the SPC service standards relating to these services listed below, provide specified details of the services offered.

	Details of Service		Performance Standards	YES/NO	Responses by bidder confirming expertise, experience, ability, technical skills and resources to carry out the Consultancy (please attach all relevant documents such as CV's etc)
1	Storage	1.1	Able to store packed consignments free of any costs in facilities properly sheltered from external weather until uplifted to the carrier vessel.		
2	Personnel	2.1	Appropriately trained staff to carry out end to end shipping of secure packages.		
		2.2	Assigned contact to Reply and respond to correspondences such as emails or phone calls promptly and sign off on confidentiality forms		
	Service Areas		Performance Standards		
3	Confidentiality of Documents	3.1	Appropriate measures which will be put in place to ensure security and confidentiality of package contents clearly articulated in proposal		
4	Quarantine and Customs Requirements	4.1	Process for quarantine and customs is clearly articulated in proposal for delivery to: <ul style="list-style-type: none"> i. Cook Islands ii. Federated States of Micronesia iii. Republic of Kiribati iv. Republic of Nauru v. Niue vi. Palau vii. Papua New Guinea viii. Republic of Marshall Islands ix. Samoa x. Solomon Islands xi. Tokelau Islands xii. Tonga xiii. Tuvalu xiv. Vanuatu 		



5	Insurance	5.1	Clearly defined Insurance processes and protection levels. All consignments shall be CIF.		
6	Tracking of the Consignment	6.1	Clearly articulated processes for tracking of consignments and notifications to Shipper and recipients Provide estimate delivery time for each of the country.		
7	References	7.1	At least two (2) letters of reference from clients with similar shipping and security needs		

Annex V
FINANCIAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: 21/025

- 1- All prices quote to be in FJD
- 2- Only one set quote should be provided for each route for evaluation purpose
- 3- For the proposed route the bidder has to provide quotes with demonstrated best value for money for Door-to-Door Services.

Please note that the number of boxes used will depend on the class roll.

Table: 1

Estimated Box dimensions for UNUSED SCRIPTS Maximum Length per box: 46cm Maximum Width per box: 46cm Maximum Height per box: 63cm Maximum Weight per box: 30kg			COSTS			
Estimated Box Quantity	Collection	Destination	Freight Cost Charges	Fuel Surcharge	Emergency Situation	Total (VIP)
Export (Return Freight)						
5	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, PO Box 97, Nikao, Rarotonga, Cook Islands				
26	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Palikir, Pohnpei, Federated States of Micronesia				
33	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Bikenibeu, Tarawa, Republic of Kiribati				

6	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Linnix Office, Christmas Island , Republic of Kiribati				
4	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Government Offices, Yaren District, Republic of NAURU				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Alofi, Niue				
5	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Koror, PALAU PW 96940				
33	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Measurement Services Division, Waigani, Papua New Guinea				
22	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Majuro, Republic of Marshall Islands				
30	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Sports & Culture, Apia, Samoa				
32	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Human Resources Development, Honiara, Solomon Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education\ Atafu, Atafu, Tokelau Islands				
34	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Training, Nukualofa, Tongatapu, Tonga				
4	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Youth & Sports, Department of Education, Funafuti, Tuvalu				
28	SPC (EQAP Office), 3 Luke Street, Nabua	Examination & Assessment Unit, Ministry of Education, Joint Court, Port Vila, Vanuatu				

Table: 2

Estimated Box dimensions for CODING MATERIALS Maximum Length per box: 46cm Maximum Width per box: 46cm Maximum Height per box: 63cm Maximum Weight per box: 30kg			COSTS			
Estimated Box Quantity	Collection	Destination	Transportation Charges	Fuel Surcharge	Emergency Situation	Total (VIP)
Export (Return Freight)						
1	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, PO Box 97, Nikao, Rarotonga, Cook Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Palikir, Pohnpei, Federated States of Micronesia				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Bikenibeu, Tarawa, Republic of Kiribati				
1	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Government Offices, Yaren District, Republic of NAURU				
1	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Alofi, Niue				
1	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Koror, PALAU PW 96940				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Measurement Services Division, Waigani, Papua New Guinea				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Majuro, Republic of Marshall Islands				

1	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Sports & Culture, Apia, Samoa				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Human Resources Development, Honiara, Solomon Islands				
1	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education\ Atafu, Atafu, Tokelau Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Training, Nukualofa, Tongatapu, Tonga				
1	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Youth & Sports, Department of Education, Funafuti, Tuvalu				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Examination & Assessment Unit, Ministry of Education, Joint Court, Port Vila, Vanuatu				

Table: 3

Estimated Box dimensions for CODING TABLETS Maximum Length per box: 46cm Maximum Width per box: 31cm Maximum Height per box: 19cm Maximum Weight per box: 14kg			COSTS			
Estimated Box Quantity	Collection	Destination	Transportation Charges	Fuel Surcharge	Emergency Situation	Total (VIP)
Export (Return Freight)						
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, PO Box 97, Nikao, Rarotonga, Cook Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Palikir, Pohnpei, Federated States of Micronesia				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Bikenibeu, Tarawa, Republic of Kiribati				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Government Offices, Yaren District, Republic of NAURU				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Alofi, Niue				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Koror, PALAU PW 96940				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education, Measurement Services Division, Waigani, Papua New Guinea				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Majuro, Republic of Marshall Islands				

2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Sports & Culture, Apia, Samoa				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Human Resources Development, Honiara, Solomon Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Department of Education\ Atafu, Atafu, Tokelau Islands				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education and Training, Nukualofa, Tongatapu, Tonga				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Ministry of Education, Youth & Sports, Department of Education, Funafuti, Tuvalu				
2	SPC (EQAP Office), 3 Luke Street, Nabua	Examination & Assessment Unit, Ministry of Education, Joint Court, Port Vila, Vanuatu				
Import (Return Freight)			Transportation Charges	Fuel Surcharge	Emergency Situation	Total (VIP)
2	Ministry of Education, PO Box 97, Nikao, Rarotonga, Cook Islands	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Department of Education, Palikir, Pohnpei, Federated States of Micronesia	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Department of Education, Bikenibeu, Tarawa, Republic of Kiribati	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Department of Education, Government Offices, Yaren District, Republic of NAURU	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education, Alofi, Niue	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education, Koror, PALAU PW 96940	SPC (EQAP Office), 3 Luke Street, Nabua				

2	Department of Education, Measurement Services Division, Waigani, Papua New Guinea	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education, Majuro, Republic of Marshall Islands	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education, Sports & Culture, Apia, Samoa	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education and Human Resources Development, Honiara, Solomon Islands	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Department of Education\ Atafu, Atafu, Tokelau Islands	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education and Training, Nukualofa, Tongatapu, Tonga	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Ministry of Education, Youth & Sports, Department of Education, Funafuti, Tuvalu	SPC (EQAP Office), 3 Luke Street, Nabua				
2	Examination & Assessment Unit, Ministry of Education, Joint Court, Port Vila, Vanuatu	SPC (EQAP Office), 3 Luke Street, Nabua				

Annex VI

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES
Request for Proposal (RFP) no: 18/027

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

The Contractor shall not discriminate against any Staff of SPC, their employee, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. ACCEPTANCE OF PURCHASE ORDER

An approved Purchase Order (signed and stamped) issued by SPC for the supply of goods will be deemed as accepted by the supplier upon acknowledgement by email or in writing or by timely delivery of the goods in accordance with the terms of the purchase order. Acceptance of this purchase order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this purchase order, including these General Conditions. No additional or inconsistent provisions proposed by the contractor shall bind SPC unless agreed to in writing by duly authorized official of SPC.

5. DELIVERY TERMS

- 5.1 The time agreed for delivery on the purchase order or on the contract shall in all cases be final. In the event of failure to deliver on time the contractor shall be in default without notice. The contractor shall report possible non-compliance with a delivery time to SPC immediately in writing, without prejudice to his obligation to deliver on time.
- 5.2 In the event of failure to deliver on time, SPC shall be entitled to cancel the agreement in whole or in part by a written statement to that effect. SPC shall have the right to postpone delivery after a maximum of 30 calendar days without the thereby being in creditor's default.
- 5.3 The contractor shall be required to pack the delivered goods properly for transport.
- 5.4 In the event of rejection of delivered goods the contractor shall ensure repair or replacement at SPC's option within seven (7) calendar days. If the contractor is not able to undertake repair or replacement within the agreed time, SPC shall be entitled to have the delivered goods repaired or replaced for the contractor's account and risk.

- 5.5 SPC shall be entitled to return rejected goods for the contractors account and risk. The contractor shall be required to accept the returned goods.
- 5.6 The Goods shall become the property of SPC at the time the Goods are delivered to SPC and after SPC has inspected and accepted them. The contractor shall take full responsibility, risk and liability for the Goods up to and until passing of the property in them to SPC.
- 5.7 All Goods delivered to SPC will be subject to final inspection and acceptance by SPC notwithstanding any prior payment. SPC may reject and return Goods which are defective or otherwise do not conform with its Purchase Order or samples. Acceptance of any Goods by SPC shall not discharge the contractor from any liability for damages or other legal remedies for any breach of any conditions or warranties contained in the Purchase Order or implied by law and if after accepting the Goods, any discrepancies or defects become known to SPC, SPC may return the Goods.

6. QUALITY ASSURANCE

- 6.1 The contractor shall guarantee that the quantity, quality and the outward appearance of the delivered goods comply with the requirements of these specifications detailed in the contract or purchase order.
- 6.2 The contractor shall guarantee that accessories, spare parts, and user's instructions belonging to the delivered goods are also delivered.
- 6.3 The contractor shall guarantee that the delivered goods are the same in all aspects as the samples and /or models provided.
- 6.4 The contractor shall guarantee that the delivered goods are or are made from new or unused materials, free from defects, free from defects in title, conform to Purchase Order, are suitable for the purpose made known to the contractor or which can be deduced from the contract or which can be expected considering the nature of SPC's operations and that the goods delivered remains suitable for this purpose for at least twelve (12) months of normal use after delivery.

7. PAYMENT TERMS

- 7.1. Upon satisfactory compliance with the delivery terms and conditions of the purchase order or the contract, SPC shall, unless otherwise provided on the purchase order, make payment within 30 days of receipt of the contractor's invoice for the goods and copies of the shipping documents specified in this purchase order.
- 7.2. The contractor shall submit only one invoice in respect to a particular purchase order, unless authorized by SPC, and such invoice must clearly make reference to the SPC purchase order number.
- 7.3. There shall be no changes to the prices, quantities and specifications of the goods shown on the purchase order except by express written agreement of SPC.

8. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

9. 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.

10. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

11. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 11.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 11.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 11.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 11.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

12. 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.

13. INTELLECTUAL PROPERTY

The contractor shall insure that the goods supplied to or used by SPC which are sold by the contractor does not infringe any patent, design, trade-name or trade-mark. In addition, the contractor shall, pursuant to this warranty, indemnify, defend and hold SPC harmless from any actions or claims brought against SPC pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold.

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.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 15.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.
- 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. ASSIGNMENT AND INSOLVENCY

- 16.1 Except upon receipt of written consent from SPC, the contractor shall not assign, transfer, pledge or make other disposition of the contract or purchase order, or any part thereof, or any of the contractor's rights or obligations under the contract or purchase order.
- 16.2 In the event the contractor is declared insolvent or should the ownership or control of the contractor's business change by virtue of insolvency, SPC may, without prejudice to any other rights or remedies, immediately terminate the contract or purchase order by giving the contractor written notice of termination.

17. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

- 17.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

17.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

17.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 17, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

18. TERMINATION

18.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

18.2 SPC reserves the right to terminate this Contract for convenience and without cause at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination provided that the Contractor was at all times compliant with its obligations under this Contract.

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

18.4 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.

19. SETTLEMENT OF DISPUTES

19.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with local law, or according to such other procedure as may be agreed between the parties. Each party acknowledges that monetary damages alone may not be adequate compensation for a breach of this Contract by another party and each party not in default is

entitled to seek specific performance or injunctive relief from a court of competent jurisdiction as a remedy for any breach or threatened breach of this Contract, in addition to any other remedies available at law or in equity under or independently of this Contract.

19.2 Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

20. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

21. TAX EXEMPTION

21.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being, an international organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

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

22. CHILD LABOUR

22.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

23. OBSERVANCE OF THE LAW

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

24. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.

25. NO MERGER

The rights and obligations of the parties contained in this Contract are continuing rights and obligations and, accordingly, are not

- (a) merged or extinguished by delivery of the Goods or
- (b) prejudiced or affected by SPC's acceptance of the Goods
- (c) under this Contract or
- (d) by the payment of all or part of any invoice from the Contractor and will remain in full force and effect.

26. RELATIONSHIP BETWEEN PARTIES

The Contractor at all times shall be and act solely as an independent contractor, not as an employee of SPC. Nothing in this Contract or relationship between Contractor and SPC shall operate or be construed as creating the relationship of employer/employee, agent, partners, joint ventures or any other relationship whatsoever between Contractor and SPC. The Contractor shall have no authority to, and shall not act as SPC's agent or contractually bind or obligate SPC in any way, hold itself out as an agent of SPC or as having the authority to contractually bind or obligate SPC.