### **Annex I**

### **FORM OF CONTRACT**

**Project Title**: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

**Source of Funding:** P168122

**Contract Name:** Upgrade two existing SPC meeting rooms in Nouméa to facilitate remote training with NSOs. Videoconferencing equipment, including furniture, video projectors, screens, and microphones.

**Contract Ref:** FJ-SPC-144950-GO-RFQ/ SPC-RfQ21/221.

THIS AGREEMENT made on \_\_(day)\_\_, \_(month)\_ , \_\_(year)\_\_ between the Pacific Community (SPC) (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for ***Furniture for SPC’s – SDD meeting room and ICT meeting room.*** (as per specs on Annex 2), to be supplied by Supplier, viz. Contract: FJ- SPC-144950-GO-RFQ, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT witnessethes as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
2. Invitation to Quote; Term and Conditions of Supply, Technical Specification.
3. Addendum (if applicable).
4. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
5. The Purchaser hereby covenants to pay in consideration of the Goods supply and acceptance in accordance with the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
6. Applicable Law.The Contract shall be interpreted in accordance with the laws of New Caledonia.
7. Force-Majeure. The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

1. Resolution of Disputes.The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchaser’s country. The dispute shall be referred to jurisdiction at the Courts of Noumea.

1. Failure to Perform. The Purchaser may cancel the Contract if the Supplier fails to deliver the Goods in accordance with this Contract with a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.
2. Fraud and Corruption. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank’s sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Contract.

1. Inspections and Audits

9.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

9.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the World Bank (“the Bank”) and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 8 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

|  |  |
| --- | --- |
| **Signature and seal of the Purchaser:**  FOR AND ON BEHALF OF  Mr Epeli Waqavonovono  Director,  Statistics for Development Division | **Signature and seal of the Supplier:**  FOR AND ON BEHALF OF |

**TERMS AND CONDITIONS OF SUPPLY**

**Project Title**: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

**Source of Funding:** P168122

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1. Prices and Schedules for Supply

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of Goods** | **Quantity** | **Unit Price** | **Total Price at final destination (includes all taxes, VAT, customs duties, freight, inland transportation and insurance)** | **Delivery Period (days) from Date of Notification of Award to final destination** |
|  |  | *(To be filled by Bidder)* | | |  |
| **Lot 1 - Meeting Furniture and Equipment – ICT meeting room** | | | | | |
| 1 | Modulable table/desk (folding system possibly with wheels and brakes) **dimension 160 cm x 80 cm** | 17 |  |  |  |
| 2 | Conference/meeting chairs fitting the modulable tables (folding chairs) | 60 |  |  |  |
|  | |  |  |  |  |
| **LOT2 – Meeting Furniture and Equipment – SDD meeting room** | |  |  |  |  |
| 3 | **Dimension from 250cm up to 280cm long x from 80cm up to 100cm large** | 1 |  |  |  |
| **OR**  **Dimension 140 cm x 100cm** | 2 |  |  |  |
| 4 | Conference/meeting chairs fitting the conference table (rolling chairs with adjustable height) | 10 |  |  |  |

(Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail)

1. Accessories & Software - The products must contain all the necessary accessories and software for an immediate functional connection.
2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Delivery Schedule: The delivery should be completed as per above schedule. The final destination for delivery of the Goods is Pacific Community (SPC)- 95 Promenade Roger Laroque – 98800 Noumea – New Caledonia.

Insurance:The supplier is responsible for all kinds of insurance until the goods are delivered and installed to the final destination and the Purchaser will not assume any responsibility until goods are delivered and installed. For Goods to be imported, the Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from Warehouse to Warehouse on All-risks basis, including War Risks. The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

1. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to and unloading at the final/port of destination.
2. Delivery and Documents (for goods to be imported). Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by mail or fax the full details of shipment, including Contract number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
3. Copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount.
4. Duplicate air/ship/truck transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked “freight prepaid”.
5. Copies of the packing list identifying contents of each package.
6. Manufacturer’s or supplier's warranty certificate.
7. Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the final destination and, if not received, the Supplier shall be responsible for any consequent expenses.

1. Payment for your invoice will be made as follows:

SPC will issue a Purchase Order for payment with 100% payment on delivery and issuance of Acceptance Certificate by the Purchaser, for the respective delivery. Payment shall be made by bank transfer to the account of the supplier.

1. Warranty: 3 years warranty for Touch Screen, small PC and UPS. Standard warranty for other goods as specified in Annex 2, Technical Specifications.
2. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Name and Address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(to be filled by Supplier)*

1. Supplier confirms compliance with the Technical Specifications provided in Annex 2.

NAME OF SUPPLIER: **(Company Details).**

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: Date:

**ANNEX 2: TECHNICAL SPECIFICATIONS**

1. Prices and Schedules for Supply

|  |  |  |  |
| --- | --- | --- | --- |
| **Preferred Specifications** | | | |
|  | **Equipment** | **Specifications** | **Quantity** |
| **Lot 1 -  Meeting Furniture and Equipment – ICT meeting room** | | | |
| 1 | table/desk | Modulable table/desk (folding system possibly with wheels and brakes) dimension **160 cm x 80 cm** | 17 |
| 2 | chairs | Conference/meeting chairs fitting the modulable tables (folding chairs) | 60 |
| **LOT 2 – Meeting Furniture and Equipment – SDD meeting room** | | |  |
| 3 | Conference table | Dimension from 250cm up to 280cm long x from 80cm up to 100cm large | 1 |
| **OR**  Dimension 140 cm x 100cm | 2 |
| 4 | chairs | Conference/meeting chairs fitting the conference table (rolling chairs with adjustable height) | 10 |

**ANNEX 3: FORM OF QUOTATION (RFQ-GOODS)**

*[To be completed, signed and submitted on Letterhead of Supplier]*

### **FORM OF QUOTATION**

\_\_\_\_\_\_\_\_\_(Date)

To: **The Pacific Community (SPC)**

**95 Promenade Roger Laroque**

**98800 Noumea, New Caledonia**

**Email:** [**procurement@spc.int**](mailto:procurement@spc.int)

**Project Title:** Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

**Source of Funding:** P168122

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We offer to execute the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Purchaser to fill name and number of Contract*) in accordance with the Form of Contract and Annexes accompanying your Request for Quotation (RFQ) for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(amount in words and numbers) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_calendar days from the Date of Notification of Award.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the RFQ.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number, if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX 4: STATEMENT OF TECHNICAL COMPLIANCE**

*[To be completed, signed and submitted by the Supplier as an attachment to the signed Form of Quotation]*

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Date:

To: **The Pacific Community (SPC)**

**95 Promenade Roger Laroque**

**98800 Noumea, New Caledonia**

**Email:** [**procurement@spc.int**](mailto:procurement@spc.int)

We, the undersigned, confirm that we shall supply the Goods listed in Annex 1 according to the standards and specifications described in Annex 2 except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

**nil**

We confirm that the Goods proposed in our quotation substantially satisfy the requirements specified in the specifications. The main technical responses are as listed below:

List all the main technical characteristics of the proposed items of Goods:

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_