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REQUEST FOR PROPOSAL

RFP No.: RFP21-071

DATE: May 28th, 2021

SUBJECT: Medical insurance services for SPC staff and dependents

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: Conflict of interest declaration
Annex V: Due Diligence Questionnaire

Annex VI: Technical Proposal Submission form
Annex VII: Financial Proposal submission form

Annex VIII: 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: RFP21-071

1. Submission of Proposals

- **1.1.** Your Proposal shall comprise the following documents:
 - a. Annex III: Proposal submission form
 - b. Annex IV: Conflict of interest declaration
 - c. Annex V: Due Diligence Questionnaire
 - d. Annex VI: 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 listed in Section 8.5.
 - e. Annex VII: Financial Proposal submission form
- **1.2.** Proposals must be received by SPC at the email address mentioned below (1.5.) on or before July 9th, 2021 at 4pm, Noumea 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 **Euros** 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 not compliant with the submission format detailed in 1.5 will not be considered.
- 1.7. Proposals must be emailed to procurement@spc.int with the heading "RFP21-071 Professional Medical insurance services for SPC staff and dependents".
- **1.8.** 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 dat	<u>es</u>	
	Date	Time
Pre-bid meeting	June 18 th , 2021	TBC
Deadline for seeking clarification from SPC	July 2 nd , 2021	4 pm, Noumea time
Deadline for the submission of tenders	July 9 th , 2021	4 pm, Noumea 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 July 2nd, 2021 at 4pm, Noumea time.
 - **3.7.2.** Geographic and Demographic data will be provided upon request through procurement@spc.int.

- **3.7.3.** Any prospective bidder seeking to arrange individual meetings with SPC during the RFP period may be excluded from the RFP procedure.
- **3.7.4.** A pre-bid meeting will take place on June 18th, 2021 at Noumea SPC headquarters. Any company interested in being part of the pre-bid meeting will need to register through procurement@spc.int before June 16th, 2021. Video meeting (via zoom) is possible.

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:

Evaluation Criteria	Score weight (%)	Points obtainable
Company profile	10 %	70
Current clients	10 %	70
Description of teams	10 %	70
Claims handling and reimbursement arrangements	20 %	140
Medical network and medical skills	20 %	140
Computer and online services	20 %	140
Audit/Quality control	10 %	70
TOTAL	100 %	700
Qualification Score	70 %	790

- **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:

Financial Proposal score = (Lowest Price / Price under consideration) x 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 behavior 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.

11.Privacy notice

- **11.1.** The bidder understands that their proposal and their personal information will be stored and used by SPC in accordance with SPC's Privacy Policy and Guidelines for handling personal information of bidders and grant applicants. Please inform SPC if you would like copies of the policy or guidelines.
- 11.2. If successful, the bidder understands that SPC will publish the name of the bidder.

TERMS OF REFERENCE

Request for Proposal (RFP) no: RFP21-071

A. Provision of Medical insurance services for SPC staff and dependents

B. Background

The Pacific Community (SPC) medical insurance is mandatory for staff members and optional for eligible dependents.

As an international Organisation, SPC staff members are not subject to national laws, and specifically to national laws on medical insurances and social security.

SPC 's current insurance policies will come to an end on 31 December 2021.

Tenders shall cover all SPC staff and their eligible dependants, i.e. a population of about 1600 people, spread out over SPC's Pacific member countries and territories, in particular:

- Noumea, New Caledonia, the site of SPC Headquarters,
- Regional Offices located in Fiji, the Federated States of Micronesia, Vanuatu

Most employees hold a fixed-term contract that can be renewed. So, insurance bids have to pay particular attention to proper management of staff movements (enrolments-departures).

In addition, SPC's recognised age of retirement is 70 years old and so, it is important to note that all benefits must apply to all staff members without any pre-set age limit.

Definition of spouse: Married or de facto partner of a staff member.

Definition of dependent child: An employee biological, legally adopted or stepchild who is unmarried, who is under the age of 25 years old, or, regardless of age, is physically or mentally incapacitated.

Finally, coverage must include pre-existing conditions without any waiting period.

C. Terms of reference

The Pacific Community is issuing a call for tenders on health insurance for SPC staff and their eligible dependents.

Details about the types of coverage

Comprehensive Health plan

In terms of health care costs, SPC wants to ensure a good level of coverage for illnesses, surgery, hospitalisation, medical evacuations, pregnancy/childbirth, routine outpatient care, and dental and optical care.

Overseas Medical Evacuation

Ability to evacuate to the nearest hospital in case the medical treatment is not available locally, including for life emergencies.

D. Basic principles

SPC wants the arrangements set up to:

- have simple and transparent rules;
- be international and available in both French and English;
- comply with market practices;
- be sustainable;
- have recognised high-quality management processes that use cutting-edge technology (paperless, electronic, interactive, etc.);
- provide each subscriber with their own personal page on the account management website;
- be able to operate in a variety of currencies (XPF, USD, FJD, AUD, NZD, VUV, SBD, EUR, etc.);
- make reimbursement management easy for both staff (third-party payer, hospital agreements) and partner health-care providers
- provide high-quality information to subscribers: e.g. individual information sheets for each subscriber, detailed explanations on the types of coverage, phone numbers for the management units for each type of coverage, prompt responses to requests about the coverage of specific types of care or treatment.

SPC wishes to continue partial reimbursement for minor care items so as to make its staff aware of the cost of routine medical care and avoid overconsumption.

E. Institutional Arrangement

The selected provider shall commit to submitting, once every six months, a detailed statistical report on each type of coverage and to do so without SPC having to request that information.

The selected provider will be responsible for creating and maintaining a network of medical providers across the Pacific region in particular. It can include the establishment of agreements with medical providers to facilitate direct billing, but also can be used for medical referral in case an Overseas Medical Evacuation is necessary.

ANNEX III

PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP21-071

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.

Dated this	day of	20
Signature of Represent	ative:	
Name of Representativ	e:	
Position of Representa	tive:	
company Name:		

<u>CONFLICT OF INTEREST DECLARATION</u> Request for Proposal (RFP) no: RFP21-071

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	
1.	I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Date

Name, Signature

Title_____

DUE DILIGENCE QUESTIONNAIRE

Request for Proposal (RFP) no: RFP21-071

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

For individuals operating a business in their personal capacity	
 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	t

- business on its behalf; and
 - Certificate of Incorporation

b.

• Memorandum and Articles of Association

Any of the following documents:

- Telephone bill in the name of the company
- Bank statement with the entity's name displayed

1.	Does your entity have foreign branches and/or subsidiaries? ☐Yes ☐No
2. your e	If you answered 'yes' to the previous question, please confirm the areas of ntity 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
3.	Is your entity regulated by a national authority? □Yes □No
If y	ou answered 'yes' please specify the name:
4. prever	Does your entity have a written policy, controls and procedures reasonably designed to it and detect money laundering or terrorist financing activities? \Box Yes \Box No
	If you answered 'yes', please send SPC your policy in English
5. terrori	Does your entity have an officer responsible for an anti-money laundering and countersm financing policy? ☐Yes ☐No
	If yes, please state that officer's contact details:
6. but no	Does your entity provide financial services to customers determined to be high risk including t 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

7. 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?

· · · · · · · · · · · · · · · · · · ·	the subject of any investigations or had any regulatory or criminal m violations of laws and regulations relating to either money Payes No
If you answered 'yes' please p	rovide details
	-
I declare that none of the funds re finance terrorism or involve mone	ceived or to be received by my organisation will be used to y laundering.
•	herein above are true, correct and complete to the best of my abmitted in support of this form are genuine and obtained legally rity.
Date:	Name:
Signature:	Title:

TECHNICAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP21-071

1. Background

1.1 Contact			
Registered name of the Organi	sation:		
(Please provide registration			
document)			
Year established:			
Full Physical Address:			
Postal Address:			
Telephone contact:			
Email address:			
Contact person:			
Number of employees:			
Proprietor's/shareholder's det	ails:		
1.2 Legal Registration			
1.2 Legal Registration Place of registration &	Data of Iv		Discontaged seconds
1.2 Legal Registration Place of registration & registration No.	Date of Ir	ncorporation	Directors' names
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Place of registration & registration No. Please provide evidence of certific accounting monitoring) when app	cation of compl olicable. ents I by one of you	iance with legal ok	oligations (insurance, work safety
Place of registration & registration No. Please provide evidence of certific accounting monitoring) when app 2. Current clie How many people are covered	cation of compl olicable. ents I by one of you	iance with legal ok	oligations (insurance, work safety

•	e number of years that they have been with you, hic zones covered, the extent of the coverage, etc.
Reference 1:	
Name and address of International	
Organisation or similar major client:	
Name of reference person and contact details:	Name:
	Job title:
	Email:
	Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	
Reference 2:	
Name and address of International	
Organisation or similar major client:	
Name of reference person and contact details:	Name:
	Job title:
	Email:
	Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	
Reference 3:	
Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name:
	Job title:
	Email:
	Telephone:
	•

Description of actual services provided	
by your company. Please provide	
details, expanding as necessary:	

3. Description of your teams

Number of managers in charge of processing the files (memberships, invoices and payments)
View, over the past three years, of the volumes handled directly by your teams in receipts and
in payments by type of coverage (no-deductible)
How would the team be organised for this account, both daily and during emergencies,
including round-the-clock, week-ends and holidays?
Cinca form and the street of the level of coming and the second form and the second fo
Give a few examples of indicators of the level of services currently used by your main comparable clients
comparable cherics
Contact: do you have a phone centre that operates in both French and English? Does it have
dedicated managers?
4. Claims handling and reimbursement arrangements
Please explain your process for handling claims for: a. Hospitalisation care
a. Hospitalisation care b. Routine medical care
c. Emergency care.
Please provide model claims forms, pro-forma invoices, etc.
What reimbursement management information can you provide:
a. to SPC?
b. to staff and their families?
How do you inform subscribers that their reimbursements have been completed and how long does reimbursement take on average? What is your guaranteed maximum processing
time? How do you handle periods of heavy demand?
time. The transfer periods of fleaty definding.

5. Medical networks and medical skills
Do you have specific agreements with practitioners or hospital facilities at the international level? Is so, which ones? Can you provide details on your network in the Pacific region?
Do you have doctors as part of your management units? Roles, organisation?
What medical advice can you provide to subscribers?
6. Computer and online services
What are your current computer systems and infrastructures?
What advantages can your systems provide to customers? (Access to management data, instant updates on management information, on-line management of claims, Internet links for customers, etc.)
What are the guarantees you can provide regarding the proper management of data collection and the respect for confidentiality?
What languages are your services available in?
Do you have an on-line system that would allow us to register enrolments and departures ourselves?
7. Audit/Quality control
What procedure do you have to assure that SPC's claims and premiums are properly credited to the account of SPC?
How often is your organisation audited by external auditors? Who received that audit report within your organisation?

8. Please provide proposed coverage:

HOSPITAL COVERAGE	Current coverage	Proposed coverage
Maximum plan benefit EUR (€)	No limit	
Public Hospital - Hospital room (standard/double)	Full refund	
Private Hospital - Hospital room	- 11 6 1	
(standard/double)	Full refund	
Accommodation costs for one parent staying in	- 11 6 1	
hospital with an insured child under 18	Full refund	
Intensive care	Full refund	
Prescription drugs and materials	E II . C . J	
(in-patient and day-care treatment only)	Full refund	
Surgical fees, including anaesthesia and theatre	E II . C . J	
charges	Full refund	
Physician and therapist fees	Full make mad	
(in-patient and day-care treatment only)	Full refund	
Surgical appliances and materials	Full refund	
Diagnostic tests	Full refund	
(in-patient and day-care treatment only)	TullTelullu	
Bariatric surgery	80% refund	
(in-patient and out-patient treatment)	80% Terunu	
Rehabilitation treatment		
(in-patient, day-care and out-patient treatment;		
must commence immediately after discharge	Full refund	
after the acute medical		
and/or surgical treatment ceases)		
Organ transplant	Full refund	
Emergency in-patient dental treatment	Full refund	
Day-care treatment	Full refund	
Kidney dialysis	Full refund	
Out-patient surgery	Full refund	
Local ambulance	Full refund	
CT and MRI scans	Full refund	
(in-patient treatment)	Tanterana	
PET and CT-PET scans	Full refund	
(in-patient treatment)	T dil Terdila	
Oncology	Full refund	
(in-patient, day-care and out-patient treatment)		
- Professional fees	80% refund	
- Purchase of a wig, prosthetic bra or other	€200 per lifetime	
external prosthetic device for cosmetic purposes	'	
Routine maternity	Full refund	
(in-patient and out-patient treatment)		
- Professional fees	80% refund	
Complications of pregnancy and childbirth	Full refund	
- Professional fees	80% refund	

Newborn care		
(in-patient and out-patient treatment)	Full refund	
- Professional fees	80% refund	
Midwife visits	00% TCTuliu	
(cover is provided for 12 visits before the birth	80% refund	
and 10 visits after the birth)	80% Terunu	
Rehabilitation of the pelvic floor following birth	Max. 10 visits, up to	
(provided by a midwife or physiotherapist)	€300	
Palliative care	Full refund	
Nursing at home or in a convalescent home	Full refund	
OUT-PATIENT PLAN	Current coverage	Proposed coverage
Maximum plan benefit EUR (€)	No limit	Froposed Coverage
Medical practitioner fees	80% refund	
Prescription drugs	80% retuitu	
(Prescription drugs are those which legally can		
only be purchased when you have a doctor's	80% refund	
prescription) Prescribed oral contraceptives and contraceptive		
implants	80% refund	
Specialist fees	80% refund	
Prescribed physiotherapy	80% Terunu	
(initially limited to 12 sessions per condition; limit		
also applies to prescribed and non-prescribed	80% refund	
physiotherapy sessions, where combined)		
Vaccinations	80% refund	
Psychiatrist fees		
1 .		
(must be clinically significant and has to be	80% refund	
The state of the s	80% refund	
(must be clinically significant and has to be	80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor)		
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy		
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes	80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first	80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife)	80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes	80% refund 300 €, max. 8 sessions	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following	80% refund 300 €, max. 8 sessions	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife)	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment)	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses - Prescribed medical aids for the treatment of	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund 80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses - Prescribed medical aids for the treatment of sleep disorders	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses - Prescribed medical aids for the treatment of	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund 80% refund 80% refund 80% refund	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses - Prescribed medical aids for the treatment of sleep disorders Infertility treatment	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund 80% refund 80% refund 80% refund 80% refund 80% refund 90% refund 90% refund 100 €2,500 100 per attempt	
(must be clinically significant and has to be prescribed by a doctor) Prescribed orthophony therapy Pre-natal classes (limited to 8 sessions in preparation of the first birth and provided by a midwife) Post-natal classes (limited to 2 sessions within 8 weeks following the first delivery and provided by a midwife) Diagnostic tests CT and MRI scans (out-patient treatment) PET and CT-PET scans (out-patient treatment) Prescribed medical aids and other prostheses - Prescribed medical aids for the treatment of sleep disorders	80% refund 300 €, max. 8 sessions 300 €, max. 2 sessions 80% refund	

- One artificial insemination per attempt, with a	Max. 6 attempts per	
maximum of 6 attempts per lifetime to achieve	lifetime	
pregnancy		
Health and wellbeing checks including screening		
for the early detection of illness or disease.		
Checks are limited to:		
Physical examination		
Blood tests (full blood count, biochemistry, lipid		
profile, thyroid		
• function test, liver function test, kidney		
function test)		
Cardiovascular examination (physical		
examination,		
electrocardiogram, blood pressure)		
Neurological examination (physical		
examination)		
Cancer screening	80% refund	
- Annual pap smear		
- Mammogram (every two years for women aged		
45+, or younger where a family history exists)		
- Prostate screening (yearly for men aged 50+, or		
younger where a family history exists)		
- Colonoscopy (every five years for members		
aged 50+, or 40+ where a family history exists)		
- Annual faecal occult blood test		
Bone densitometry (every five years for women		
aged 50+)		
Well child test (for children up to the age of six		
years,		
• up to a maximum of 15 visits per lifetime)		
BRCA1 and BRCA2 genetic test (where a direct formily bistory suitts)		
family history exists)		
Prescribed glasses and contact lenses including	90% refund, max. €800	
eye examination DENTAL PLAN	Current coverage	Proposed coverage
Dental treatment	Current coverage 90% refund	Froposed coverage
Dental surgery	90% refund	
Orthodontic treatment, dental prostheses	90% refund, max.	
including implants	€2,000	
OVERSEAS MEDICAL EVACUATION (OME)	Current coverage	Proposed coverage
Maximum plan benefit EUR (€)	Max. €3,000 per event	1 Toposed Coverage
Medical evacuations to Australia, New Zealand or	ivian. 23,000 per everit	
New Caledonia and to Philippines for		
Micronesia (lodging and meals included), where	Full refund	
the necessary treatment is not available locally.		
ADDITIONAL CORE PLAN SERVICES	Current coverage	Proposed coverage
Employee Assistance Programme offers access	Services available	1 Toposca coverage
to a range of 24/7 multilingual support services	JET VICES AVAILABLE	
as follows:		
	I .	<u> </u>

 Confidential professional counselling (in- 	
person, phone, video, on-line chat and email)	
 Legal and financial support services 	
Critical incident support	
 Wellness website access 	
Travel Security Services offers 24/7 access to	
personal security information and advice for all	
your travel safety queries.	
This includes:	Services available
Emergency Security Assistance Hotline	
Country intelligence and security advice	
 Daily security news and travel safety alerts 	
9. Certification I, the undersigned, warrant that the inform of changes, details will be provided as soor	nation provided in this form is correct and, in the event as possible:
I, the undersigned, warrant that the inform	·
I, the undersigned, warrant that the inform of changes, details will be provided as soon Name: Functional Title:	·

ANNEX VII

FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP21-071

Below we ask service providers for reference prices for some of their services. The products provided by the selected preferred service provider will not be limited to this list.

	Premium	Cost in EUR
Certification		
	arrant that the information provided in this for e provided as soon as possible:	orm is correct and, in the event of
Name: Functional Title: Date:		
Signature:		
Company Seal/Star	mp (if any)	

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 subcontractors, 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.
- In the event of any termination by SPC under this 23.3 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. 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.