REQUEST FOR QUOTATION (RFQ)

Date: 11/02/2021

SUBJECT: RFQ 21/021 – Consultancy – National Project Coordinator – MICCO (FSM)

1. You are requested to submit a quotation to carry out specific tasks as outlined in terms of Reference (Annex I) with your financial proposal using the template under Annex II.

2. Queries or questions may be emailed to jainanp@spc.int

3. SPC reserves the right at the time of award of the contract to vary the scope of services and expected outcome specified in the RFQ.

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 award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for the SPC’s action.

5. This RFQ has been advertised on the website, social forums and FSM newspaper(s) and proposals will be assessed based on their assessed abilities to achieve the outcomes and cost.

6. Please email your proposal to jainanp@spc.int by 4.00 pm (Fiji Time) on 2nd March 2021.

7. This letter is not to be construed in any way as an offer to contract with you or your organization.
A. Project Title: National Project Coordinator – MICCO (FSM)

B. Project Description
The Pacific Community (SPC) responds to food insecurity conditions in the Pacific African Caribbean and Pacific countries emerging from the COVID-19 crisis, through the European Union-funded Phase II Micronesia COVID-19 Response (MICC019) initiative. USAID is co-financing additional funds linked to good governance to work delivered under MICC019 as part of the North Pacific Food Security Governance Project (NPFSGP). The specific objective of MICC019 and the NPFSGP is to address food & nutrition security impacts because of COVID-19 through strengthened sustainable and resilient food systems and good governance. This will be implemented in the following countries in the North Pacific: Federated States of Micronesia (FSM), Palau, and Republic of Marshall Islands (RMI).

SPC implements the Project through its offices in Suva, Fiji and Pohnpei, FSM in close collaboration with national and sub-national governments and organizations. SPC working with its three Micronesia member countries on short term interventions as a direct response to the impact of COVID 19 will provide a package of support that is dovetailed to the specific needs of the member countries. Through SPC's Human Rights and Social Development division (HRSD), SPC will support FSM, Palau and RMI, to address food and nutrition security in the context of COVID-19 in a way that ensures the benefits of the interventions are effectively and equitably distributed, especially to those who need them the most.

The key outputs for MICC019 and the NPFSGP are:

1. **Strengthening Capacity of Biosecurity services in the context of COVID-19.**
   Focuses on strengthening the Biosecurity services in Micronesia by improving the Occupational Health and Safety compliance capacity of countries on plant and animal disease surveillance and diagnostic; and training the Biosecurity officers in surveillance techniques, identification, inspection and mitigation of biosecurity risk/threat pathways at the borders and post borders.

2. **Upgrade Sustainable production in the context of COVID-19.**
   Procurement and distribution of both vegetable and clonal crop varieties to improve availability and access to diverse, climate-resilient, and nutritious crop varieties for Micronesia. Training and provision of training packages to promote integrated backyard gardening and improving livestock production systems contributing to household food and nutrition security

3. **Integrate people-centred approach across the work to improve food and nutrition security.**
   Focuses on the governance complimenting the agriculture component of the food and nutrition security interventions in FSM, Palau and RMI. A range of tools such as the PLANET (Participation, Link to rights, Accountability, Non-discrimination, Empowerment and Transforming social norms) and other checklists, various mapping tools, stakeholder analysis, capacity analysis/gaps will be made available. As a result, the MICC019 team and other relevant stakeholders will be equipped to mainstream a rights-based and people-centred approach within the Project.

4. **Support local-level governance on People-Centred Food Security and COVID-19 response.** In addition to the activities to strengthen governance through stakeholders, series of activities to be selected by, and tailored to, each country to improve governance more broadly across food security, emergency/humanitarian response and human rights, and at multiple levels.
The Project is for 12 months, targeting short-term interventions mentioned above to respond to the impact of COVID-19 directly. Due to its limited timeline, the coordination between the National Department of Resources & Development (R&D) and SPC needs to be strengthened to prioritize implementation.

The Project is looking for an experienced and qualified individual to perform the role of National Project Coordinator in FSM. The national project coordinator will lead the coordination and execution of MICCO19 and the NPFSGP activities on the ground, working with the FSM R&D guidance and relevant/primary stakeholders.

C. Scope of Work
- Under the supervision of the MICCO19 Team Leader, the NPFSGP Manager and direct supervision of FSM R&D, and in close cooperation with SPC’s Micronesia Regional Office (MRO), the National Project Coordinator will perform the following tasks:
  - Facilitate regular coordination and liaison between the MICCO19 and NPFSGP teams, FSM R&D and project primary stakeholders.
  - Manage the MICCO19 & NPFSGP FSM components to ensure achievement of project results.
  - Coordinate and implement the Project's day-to-day activities through effective and efficient use of resources, ensuring compliance to agreed results, reporting, and evaluation targets.
  - Ensure and be responsible for the production of all MICCO19 & NPFSGP FSM component project reports, budgets and work plans as well as for the timely deliverable outputs; and
  - Ensure and be responsible for monitoring and evaluating and maintaining evidence for verification of the results and support through MICCO19 and the NPFSGP.
  - Liaison with national, local, community and traditional leaders to ensure the smooth running of project implementation and identified groups' inclusivity.
  - Collaborate with national food security cluster and other food security programmes to strengthen national coordination relating to COVID-19 food security actions.
  - Build a network of regular and sustained communication and coordination with FSM R&D, MICCO19 team, the NPFSGP team, MICCO19 National Coordinators in RMI and Palau, and the primary stakeholders
  - Increase the visibility of the Project at all levels.

D. Expected Outputs
- Prepare detailed project implementation plan/approach and work plans in line with project budget, objectives and outcomes in collaboration FSM R&D, MICCO19, NPFSGP team and primary stakeholders, and make necessary arrangements for their successful implementation on time.
- Monitor progress of implementation in relation to work plan in particular timeliness, the achievement of project objectives and impact, and implement corrective measures when required.
- Prepare technical specifications of the required project support (equipment, seeds, livestock support, biosecurity support, farm inputs, technologies, etc.), in full compliance with local conditions and project needs.
- Work closely with MICCO19 and NPFSGP teams to ensure efficient procurement of identified support.
• Send monthly reports about the completed activities and project progress reports to reflect the Project’s outputs and results against agreed work plans and identify constraints and issues that require timely resolution and corrective actions.
• Coordinate and ensure that project team and project experts/consultants achieve the required deliverables.
• Coordinate meetings/workshops with the implementing partners and act as the liaison officer and help build project management capability within the Project by collaborating with the Project team and stakeholders.
• Assume overall responsibility for the proper handling of logistics related to project support, workshops and events.
• Facilitate the flow of information to FSM R&D, MICCO19 team, the NPFSGP team and primary stakeholders by regular meetings and emails
• Work closely with MICCO19 & NPFSGP Communication persons in planning and delivering communication materials and products.
• Proactively maintain the awareness of the project activities and status.
• Manage the implementation of targeted activities to improve food security / emergency response governance.
• Design and establishment of a project feedback and complaints mechanism
• People Centred Approach capacity building for MICCO19 and NPFSGP stakeholders.
• Development of tools for community participation and M&E of MICCO19 and NPFSGP.
• Provide thorough information across all levels during decision-making processes.
• Take an active part in the project issue/risk management process, by contributing to the identification and prioritization of existing and potential issues and risks, and helping to develop strategies and controls to mitigate these. Use sound judgement to identify which issues and risks should be escalated to governance groups and prepare relevant reports/documentation.
• Perform other related tasks and duty travel as required.

E. Institutional Arrangement
• The National Project Coordinator will directly report to the Team Leader MICCO19, the NPFSGP Manager and FSM R&D of the host country.
• The National Project Coordinator will provide regular updates weekly on a pre-determined mutually agreed milestone.
• The National Project Coordinator will closely work with FSM R&D, beneficiaries and Project Teams

F. Timeline
• The incumbent will be engaged in March and be contracted until December 2021. The incumbent will be expected to adhere to the regular working hours of MNRC.

G. Qualifications of Successful Contracted Individual / Organization
• Advanced university degree agriculture/livestock/project management/ and/or related subjects
• At least five years experience in agriculture or project management working at government agencies or international organizations in the host country.
• Proven track record of working with teams across sectors and sites and producing high-quality results with minimum supervision.
• Demonstrated ability to effectively engage with a range of stakeholders to support project outcomes.
• Excellent oral and written communications skills and demonstrated ability to articulate and communicate complex issues and positions to senior administrators and community beneficiaries alike.
• Sound coordination, administrative, networking, and collaborative skills.
• Advanced computer skills in applications such as Microsoft Word and Excel.

H. Scope of Bid Price and Schedule of Payments
• The contract price will be paid out based on milestones per month period.
• The monitoring of the work and accomplishments to be endorsed by FSM R&D, MICCO19 Team Leader and the NPFSGP Manager.
• The threshold/budget for this assignment is USD 30,000.

SPC accepts no liability for any taxes, duty or other contribution payable by the applicant and individual.

I. Duty Station
The duty station will be the Federated States of Micronesia, preferably based at FSM R&D. There may be travelling associated with the work, and SPC will organize travelling expenses and Per-diem; thus, National Project Coordinators need not include this in their proposal.

I. Submission procedure
Bidders are requested to provide the following documents:

1. Technical proposal:
   • Interested Applicants must submit a cover letter, including a narrative explaining why they are qualified for this consultancy and availability dates.
   • Detailed methodology/approach/plan/proposal to successfully deliver the Project, increase visibility and strengthen the relationship with FSM R&D and primary stakeholders (Ms Word)
   • Work experience (MS-Word).
   • Reference (Provide at least 3 Professional references to whom SPC can contact)
   • Updated CV.

2. Financial proposal:
   • The financial proposal shall specify a total lump sum amount for a fee and number of days (preferable full-time basis, normal working hours until 31 Dec). Payments will be made in instalments based upon critical outputs/deliveries mentioned under Scope of Bid Price and Schedule of Payments.

J. Proposal Evaluation Criteria

The proposals will be evaluated against the following:

Only proposals which receive a minimum of 70 points will be considered further.
<table>
<thead>
<tr>
<th>Item</th>
<th>Technical Evaluation Criteria</th>
<th>Max. Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Overall Response</strong>&lt;br&gt;e.g. the understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR</td>
<td>10</td>
</tr>
<tr>
<td>1.1</td>
<td>Completeness of response</td>
<td>05</td>
</tr>
<tr>
<td>1.2</td>
<td>Overall concord between RFQ requirements and proposal</td>
<td>05</td>
</tr>
<tr>
<td>2</td>
<td><strong>Applicant/Key Personnel</strong></td>
<td>40</td>
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<tr>
<td>2.1</td>
<td>Relevant experience and qualifications of the applicant. Range and depth of organizational expertise with similar projects</td>
<td>30</td>
</tr>
<tr>
<td>2.2</td>
<td>Previous work experience in the Pacific</td>
<td>05</td>
</tr>
<tr>
<td>2.3</td>
<td>Client references</td>
<td>05</td>
</tr>
<tr>
<td>3</td>
<td><strong>Proposed Methodology/Approach/Plan/Proposal</strong>&lt;br&gt;e.g. plan showing detail sampling methods, project implementation plan in line with the Project</td>
<td>50</td>
</tr>
<tr>
<td>3.1</td>
<td>Proposed plan and approach of implementation of the tasks as per the ToR</td>
<td>20</td>
</tr>
<tr>
<td>3.2</td>
<td>Implementation strategies, monitoring and evaluation, quality control mechanism</td>
<td>15</td>
</tr>
<tr>
<td>3.3</td>
<td>Risk management approach well-articulated in delivering the projects</td>
<td>10</td>
</tr>
<tr>
<td>3.4</td>
<td>Transparent equity and focused approach</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL TECHNICAL SCORES</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

(ii). Price Proposal (Fx)

| Financial Proposal | 30 |

The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited applicants/institutions that obtain the threshold points in evaluating the technical component. All other price proposals will receive points in inverse proportion to the lowest price.

The lowest financial proposal will receive the maximum points, i.e. 100 points. And the other proposals are rated as follows:
P = \frac{y(x/z)}{z}

Where
P = points for the financial proposal being evaluated;
y = maximum number of points for the financial proposal
x = price of the lowest price proposal
z = price of the proposal being evaluated

Weighted Total score (Wx)

Wx = (70\% \ of \ Tx) + (30\% \ of \ Fx)
**ANNEX II**  
Technical and Financial Proposal Submission Form  
RFQ 21/021

**PART A – Background**

<table>
<thead>
<tr>
<th>RESPONSE BY BIDDER</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Physical Address:</td>
</tr>
<tr>
<td>Postal Address:</td>
</tr>
<tr>
<td>Telephone Contact:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

Two contacts of referees or references. Attach additional details considered as relevant

**PART B – Evaluation Criteria**

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>RESPONSE BY BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
<td></td>
</tr>
<tr>
<td>Advanced university degree agriculture/livestock/project management/ and/or related subjects</td>
<td></td>
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<tr>
<td>Experience</td>
<td></td>
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<tr>
<td>At least five years experience in agriculture or project management working at government agencies or international organizations in the host country.</td>
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<tr>
<td><strong>Proven track record of working with teams across sectors and sites and producing high-quality results with minimum supervision.</strong></td>
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<tr>
<td><strong>Demonstrated ability to effectively engage with a range of stakeholders to support project outcomes.</strong></td>
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<tr>
<td><strong>Technical</strong></td>
<td></td>
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<tr>
<td><strong>Demonstrate the understanding of the assignment and the alignment of the proposal submitted with the ToR</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Proposed plan and approach of implementation of the tasks as per the ToR</strong></td>
<td></td>
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<tr>
<td><strong>Risk management approach in delivering the projects.</strong></td>
<td></td>
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</tbody>
</table>
**K. Part A: Undertaking**

1. If this proposal is accepted, I agree that to enter into an agreement with SPC, to commence and complete all the work specified or indicated in the contract documents.

2. I confirm that I have examined all the RFQ documents to provide technical services to support in submitting this proposal. [Consultancy for National Project Coordinator – MICCO (FSM)].

3. I agree to complete the services for the price stated in the remuneration.

   I agree to complete the services for the following price (VIP):

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees</td>
<td></td>
</tr>
<tr>
<td>Management and operating Costs</td>
<td></td>
</tr>
<tr>
<td>Total Financial offer (inclusive of all taxes)</td>
<td></td>
</tr>
</tbody>
</table>

**Part B: conflicts of interest**

1. I confirm that I, my family members, and the organization or company that I am involved with are independent of 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]

   __________________________  __________________________

   Print Name, Title, and Sign  Date (DD/MM/YYYY)
ANNEX IV
Proposal Submission Form
RFQ21/021

Part A: Undertaking

1. I agree that if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, I confirm that I have examined all the RFQ documents to provide technical services to support...[title of project].
3. I agree to complete the services for the price stated in the remuneration.

Part B: Conflict of interest

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

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

Part C: Privacy notice

1. I understand that my bid and my 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.
2. If successful, I understand that SPC will disclose information such as my name and my company’s name, and the amount of the award of SPC’s website.

Date: Name:

Signature: Title:
ANNEX IV
Due diligence questionnaire
RFQ 21/021

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

For individuals operating a business in their personal capacity

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

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? ☐ Yes ☐ No
   
   If you answered ‘yes’, please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? ☐ Yes ☐ No
   
   If you answered ‘yes’, please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:

   a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
   b. Any of the following documents:
      • Certificate of Incorporation
      • Memorandum and Articles of Association
      • Telephone bill in the name of the company
      • Bank statement with the entity’s name displayed

2. Does your entity have foreign branches and/or subsidiaries? ☐ Yes ☐ No
   
   If you answered ‘yes’ to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

   Head Office & domestic branches ☐ Yes ☐ No ☐ N/A
   Domestic subsidiaries ☐ Yes ☐ No ☐ N/A
   Overseas branches ☐ Yes ☐ No ☐ N/A
   Overseas subsidiaries ☐ Yes ☐ No ☐ N/A

3. Is your entity regulated by a national authority? ☐ Yes ☐ No
   
   If you answered ‘yes’ please specify the name: ........................................................................................................

4. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? ☐ Yes ☐ No
   
   If you answered ‘yes’, please send SPC your policy in English
5. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? ☐Yes ☐No

If yes, please state that officer’s contact details: ........................................................................................................................................

6. Does your entity provide financial services to customers determined to be high risk including but not limited to:
   - Foreign Financial Institutions ☐Yes ☐No
   - Casinos ☐Yes ☐No
   - Cash Intensive Businesses ☐Yes ☐No
   - Foreign Government Entities ☐Yes ☐No
   - Non-Resident Individuals ☐Yes ☐No
   - Money Service Businesses ☐Yes ☐No

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?

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

   If you answered ‘yes’ please provide details

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

   If you answered ‘yes’ please provide details

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

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

Date: 
Name:

Signature: 
Title:
1. **LEGAL STATUS**
The Contractor has the legal status of an independent Contractor. The Contractor's personnel and subcontractors are not to be considered in any respect employees or agents of SPC.

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

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

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

4. **SPECIFIED PERSONNEL**
The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services.

SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

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

6. **SUB-CONTRACTING**
6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this contract.
7. OFFICIALS NOT TO BENEFIT
The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

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

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

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

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

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

9.3 For purposes of this contract, the following definitions shall apply:
(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

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

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

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

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

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

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

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

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

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

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

14. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC**
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall
the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of
the name of SPC in connection with its business or otherwise without SPC’s prior written approval.

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

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

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

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

17. **CONFLICT OF INTEREST**
17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or
professional conflicting interest.
17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

1. verify that the Contractor’s action is appropriate,
2. 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:

1. "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
2. "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
3. “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:


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

1. "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.
2. "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

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

20. OBSERVANCE OF THE LAW

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

21. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract’s provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.
22. **FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

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

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

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

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

23. **TERMINATION**

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

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

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

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

24. **SETTLEMENT OF DISPUTES**

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

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

25. **PRIVILEGES AND IMMUNITIES**

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