REQUEST FOR QUOTATION (RFQ)


1. You are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).

2. Queries or questions may be emailed to DavidAB@spc.int with copy to sandrag@spc.int

3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods 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 bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the purchaser’s action.

5. Applications received will be assessed based on both their assessed abilities to achieve the outcomes and cost.

6. Please email your proposal to procurement@spc.int with copy to the Manager Data Analysis and Dissemination, Mr. David Abbott (davidab@spc.int), and to the Finance and Administration Officer, Ms. Sandra Gianini, (sandrag@spc.int ) by 4.00pm Noumea Time, on the 9th May 2021.

7. This letter is not to be construed in any way as an offer to contract with you or your organisation.
A. Project Title and Background: Consultancy for the Preparation of a Report on the Rapid Assessment Survey (RAS) of the Impacts of the Covid-19 Pandemic on the Households of Cook Islands

Introduction and Background

The Pacific Community

The Pacific Community (SPC) (www.spc.int) is the principal scientific and technical organization supporting development in the Pacific region. It is an international organization established by treaty (the Canberra Agreement) in 1947 and is owned and governed by its 26 members, including all 22 Pacific Island countries and territories (PICTs). SPC’s headquarters are in Noumea, New Caledonia, and it is one of nine member agencies of the Council of Regional Organizations of the Pacific (CROP). In 2018, SPC had six divisions and four crosscutting programs.

The Statistics for Development Division

The Statistics for Development Division (SDD) of SPC envisions trusted Pacific data supporting well-informed policy decisions that help improve the lives of Pacific people. It strives to establish itself as the region’s data hub and coordinator for delivery of statistical development and support, statistical products and data services.

SDD’s core activities revolve around Pacific data quality, analysis and dissemination. Its system leadership role supports improved regional statistics governance and coordination. It also facilitates the coordination of statistical support for all statistical collections, and the development of standardised statistical methods, systems and processes, with SDD contributing, alongside key technical partners, to the implementation of the regional data collection plan (through coordination, direct technical support, partnerships including South-South). Find more information on SDD’s website (http://sdd.spc.int/en/).

The Pacific Island Countries and Territories (PICTs) have, thus far, escaped the worse impacts of the COVID-19 virus on the health of the people in the region. However, this has been achieved only through severe restrictions on international travel and border closures that have caused severe economic disruption through loss of tourism, interruptions to trade reduced remittances in some countries, higher unemployment and increasing hardship and poverty.

The enforced isolation of the islands, together with the restrictions of movement globally have put an enormous strain on the open economies of the Pacific. The region is characterised by a high dependence on tourism for employment, and remittances for income. Both of these have suffered from the travel restrictions and worldwide lockdowns; the loss of tourism revenue in particular has had adverse knock-on effects throughout formal and informal activities, as well as on urban and rural households and significantly dampening overall economic activity and causing disruptions to both domestic and international supply chains. Job losses are mounting as more and more small and medium enterprises struggle to survive with little or no turnover.

There is currently a lack of reliable data on the depth and breadth of the socio-economic impacts on households and families in the Pacific region. In order to gather data on these impacts at the household level the Cook Islands Government is conducting a year-long programme of Rapid Assessment Surveys to fill information gaps to enable social protection and other measures to be developed to assist in mitigating the impacts of the social and economic impacts on households and families.
The extent of the adverse impacts and the manner in which households are being affected, and are finding coping strategies, needs to be better understood to enable governments and development partners to put in place measures to alleviate the worst of the suffering, warranting an immediate response in containing the spread of COVID-19 and stabilizing the regions’ economies in a resilient and sustainable manner.

In order to assist in filling the data gaps on the impacts of the pandemic on the lives and livelihoods of Pacific Islanders the Pacific Community (SPC), through its Statistics for Development Division (SDD) in collaboration with Statistics New Zealand and the Cook Islands National Statistics Office wishes to engage an experienced consultant to prepare a report on the socio-economic impacts of the pandemic on the people and households of Cook Islands initially.

B. Scope of Work

Based on the data available in the RAS dataset as outlined in the Appendix, the consultant will provide a comprehensive assessment of the impacts of the pandemic on the socio-economic conditions of Cook Island households during 2020 and 2021 with special reference to the characteristics of the most vulnerable groups, including as far as the data allows, gender, age, education and other key characteristics; the required tabulations will be developed and agreed by SDD, Cook Islands NSO and the consultant.

The scope of work will be conducted jointly between SDD, Cook Islands NSO and the consultant.

The four quarterly RAS reports to be generated from the four rounds of survey data will be based on similar reports conducted elsewhere in the region (e.g., by World Bank in PNG and Solomon Islands) to allow cross-country comparisons where possible; the Cook Islands national reports are expected to be fed into the national planning and budgeting system to inform the development of appropriate policy measures to provide support to the poorest and most vulnerable households.

Where available this would be done through the national development coordination committee or its equivalent body that provides advice to Cabinet on policy matters.

The analyses will also be made available to civil society stakeholders through workshops and through any national pandemic task force modality, where such exists, to enable the analyses and results to be utilised by CSOs to develop their own programmes in response to the needs identified.

C. Objectives of the Work

These terms of reference set out the requirements for an intermittent short-term consultancy to prepare a series of four National Rapid Assessment Survey (RAS) Reports based on data from the expected four quarterly RAS survey rounds on the impacts of the Covid-19 pandemic on households in Cook Islands. The four quarterly surveys being undertaken approximately between December 2020 and December 2021. The first data set is now ready for analysis and the data collection for the second round is expected to commence in April.

Presently Cook has no data on the impact of the pandemic on their people. Detailed analysis of the RAS data will provide a sound basis for the development of social protection and/or other hardship alleviation measures that might be needed to enable the population to cope with the impacts of the pandemic.
The objective of the RAS survey reports is therefore to document, assess and report on the socio-economic impacts of COVID-19 in Cook Islands over the period 2020/2021.

Basic Information collected in the RAS covers a range of socio-economic topics including:
- knowledge of COVID-19 and source of information
- Employment and Income Loss or change during the reporting periods
- Food Access and Food Security impacts on the household
- Coping Strategies to meet any adverse impacts on the household
- Access to Health Care,
- Public Trust and Security, and
- General wellbeing of the household.

Topics may change from round-to-round subject to government decision on the priority topic.

The consultant will provide an analytical report (not more than 20 pages) summarising how Cook Islands households have been impacted by the affects of the pandemic and how they have coped with these impacts in terms of their employment and income, health and welfare and other characteristics as agreed.

This information and the analytical reports will enable the Cook Island’s government to identify the most vulnerable households and to develop appropriate social protection and poverty/hardship alleviation measures. As far as possible the analysis and reports will provide information on gender disaggregated characteristics not previously available to the government, development partners and other stakeholders.

C. Outcome

The expected outputs and timeline, under this RfQ, are provided in the below table. Payments will be made based on delivery of outputs.

The consultant’s deliverables under the project will include:

a. An analytical report for each survey round (four rounds over twelve months) for Cook Islands and similarly for each other country included in any contract extension.

b. Each report will cover an analysis of an agreed set of characteristics to be captured from the available data including, but not necessarily limited to, the identification of the characteristics of the most vulnerable groups including by gender, age, education and other key characteristics according to the data available and identification of possible policy response to address the issues identified.

c. National webinars to present the findings of each round to discuss the findings and policy responses.

<table>
<thead>
<tr>
<th>Milestones/outputs</th>
<th>Deadline</th>
<th>Payment</th>
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</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} survey round report and analysis</td>
<td>31\textsuperscript{st} of May 2021</td>
<td>10 working days</td>
</tr>
<tr>
<td>2\textsuperscript{nd} survey round report and analysis</td>
<td>2 weeks when the final dataset is ready – planned on the 15\textsuperscript{th} of July 2021</td>
<td>10 working days</td>
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<tr>
<td>Milestones/outputs</td>
<td>Deadline</td>
<td>Payment</td>
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<tr>
<td>3rd survey round report and analysis</td>
<td>To be agreed depending on 3rd round survey completion - planned on the 15th of September 2021</td>
<td>10 working days</td>
</tr>
<tr>
<td>4th survey round report and analysis to also include a report on the overall findings and conclusions over the four rounds. Virtual Presentation to Cook Islands Government, Statistics NZ and SDD on the overall findings and conclusions</td>
<td>To be agreed depending on 4th round survey completion – planned in January 2022</td>
<td>15 working days</td>
</tr>
</tbody>
</table>

D. Institutional Arrangements

Due to COVID-19 travel restrictions, it is anticipated that this consultancy will be entirely home based. The consultant will be expected to use a variety of online tools to engage with SPC/SDD colleagues and where necessary, development partners and country counterparts.

The Contractor work under the direct supervision of the Manager Data Analysis and Dissemination, of the Statistics for Development Division, Mr David Abbott.

F. Timeline

This short-term consultancy contract will be completed intermittently for 45 days within twelve months from approximately 17 May 2021 to 30 April 2022.

The first round of data analysis and reporting is to commence as soon as possible, estimated 17 May 2021, each round of analysis and report-writing is expected to take ten working days. The analyses and report-writing will be undertaken as home-base and to include an on-line presentation to SDD, Cook Islands government officials and Statistics New Zealand to present and discuss the findings.

The consultant will be supported by SDD and NSO as necessary in the data analysis; the consultant will work with the SDD, NSO and national planning agency and other stakeholders to present the report and supporting narrative and policy analysis.

G. Qualifications of Successful Contracted Individual / Organization

**Essential**
- Masters (Advanced/Postgraduate) Degree in Economics, Development Studies, Statistics or other relevant discipline.
- Experience in preparing evidence-based analytical reports from HIES or other similar statistical data.
- Able to write clear concise reports and have good communication skills.
- Identifying ways for effective communication with member countries and development partners working on regional statistics development in the Pacific region.

**Desirable**
- Experience working with national statistical agencies in the Pacific Islands region.
- Minimum of 3-5 years of experience with statistical research and/or analysis for policy.
G. Proposal Evaluation Criteria

<table>
<thead>
<tr>
<th>Competency Requirements</th>
<th>Score Weight (%)</th>
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<tbody>
<tr>
<td>Masters (Advanced/Postgraduate) Degree in Economics, Development Studies, Statistics or other relevant discipline</td>
<td>15%</td>
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<tr>
<td>Experience in preparing evidence-based analytical reports from HIES or other similar statistical data.</td>
<td>50%</td>
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<tr>
<td>Experience working with national statistical agencies in the Pacific Islands region with minimum of 3-5 years of experience with statistical research and/or analysis for policy.</td>
<td>20%</td>
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<tr>
<td>Ability to work with stakeholders. Strong oral and written communication skills and the capacity to communicate clearly both verbally and in writing. Good time management skills and the ability to meet deadlines. Understanding of the TORs and the required outputs</td>
<td>15%</td>
</tr>
<tr>
<td>Total Score</td>
<td>100%</td>
</tr>
</tbody>
</table>

H. Submission procedure

Bidders are requested to provide the following documents: In your proposal, please:

I. Interested Applicants must submit a cover letter, including a narrative explaining why they are qualified for this consultancy and availability dates.

II. Provide updated CV (in English or French).

III. Report against the qualification requirements

IV. Reference (Provide at least 2 Professional references to whom SPC can contact)

V. Provide the daily rate (in Euro) for delivery of the outputs as specified in the Terms of Reference.

The rate must be commensurate with the qualifications and experience required for the role and represent value for money.

Please treat this document as Business-in-confidence; it is to assist you in deciding if you wish to register your interest in taking up this offer.
## PART A – Background

<table>
<thead>
<tr>
<th><strong>RESPONSE BY BIDDER</strong></th>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Business registration number (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Physical Address:</td>
<td></td>
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<tr>
<td>Postal Address:</td>
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<tr>
<td>Telephone Contact:</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Two contacts of referees or references. Attach additional details considered as relevant</td>
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## PART B – Evaluation Criteria

<table>
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<tr>
<th><strong>CRITERIA</strong></th>
<th><strong>RESPONSE BY BIDDER</strong></th>
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<tbody>
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</tr>
<tr>
<td>Ability to work with stakeholders. Strong oral and written communication skills and the capacity to communicate clearly both verbally and in writing. Good time management skills and the ability to meet deadlines. Understanding of the TORs and the required outputs</td>
<td></td>
</tr>
<tr>
<td>Remuneration (daily rate in EURO incl. all taxes)</td>
<td></td>
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</table>
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 Consultancy for the Preparation of a Report on the Rapid Assessment Survey (RAS) of the Impacts of the Covid-19 Pandemic on the Households of Cook Islands. 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:
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
1. Does your entity have foreign branches and/or subsidiaries? ☐Yes ☐No

2. 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 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 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: 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:

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.