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REQUEST FOR PROPOSAL

TO : **RFP No. : 13/71**
DATE : 24 January, 2014

SUBJECT : **REQUEST FOR PROPOSAL** – Evaluation of the Project “Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories”

You are requested to submit a proposal to carry out specific tasks as outlined in the Terms of Reference for Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories

To enable you to submit a Request for Proposal (RFP) for works, please find enclosed:

- Annex I:** **Instructions to bidders (Annex 1)**
- Annex II:** Terms of Reference, containing a description of SPC’s requirements for which these services are being sought (Annex II)
- Annex III:** SPC General Terms and Conditions for Contract for Professional Services (Annex III)

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours Sincerely

Akhilesh Prasad

Acting Administration Manager

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Annex I

Instruction to Bidders

RFP 13/71

Evaluation of the Project “Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories”

1. Submission of Proposals

- 1.1. All proposals submitted together with all correspondence and related documents shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing an evaluation purposes.
- 1.2. All prices in the proposals must be presented in Euro (€).
- 1.3. Any proposal received after 14 February will 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.
- 1.4. In submitting a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) and set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the work. The SPC General Terms and Conditions for Contract for Professional Services are not negotiable.
- 1.5. The proposal should also include:
 - i. A cover letter outlining key experiences and qualifications, including a short brief (4-5 lines) against each of the essential qualifications specified in Section G of the Terms of the Reference (Annex II);
 - ii. CV(s) for the Global Evaluation Consultant and/or the Global Evaluation Team proposed to undertake the assignment (maximum 5 pages per consultant);
 - iii. A proposed draft End of Program Evaluation (EPE) Work Plan required to undertake the Evaluation, including a description of the evaluation methodology and proposed data collection instruments (maximum 3 pages);
 - iv. A budget outlining the daily rate/fees as per number of person days identified in Section F, including cost estimation(s) of any materials/supplies/travel required to conduct the EPE (using the euro as a base currency);
 - v. Exemplary writing example(s) that demonstrate the individual or team’s ability to prepare high-quality and succinct evaluation reports;
 - vi. Timeframe for the availability of the Consultant(s) or the Evaluation Team to undertake the EPE Consultancy for 30 person days between 14 February 2014 and 15 May 2014 as per the scheduled outlined in section 3 below;

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vii. At least two (2) professional references (including names, titles, and contact information).

2. Period of validity of proposals

- 2.1. Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring SPC entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring SPC entity on the grounds that it is non-responsive.
- 2.2. In exceptional circumstances, the procuring SPC entity may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

3. Outputs required

Suitably qualified and experienced consultants are expected to deliver the following outputs:

	Milestones / Outputs	Deadline (completion date)	%Payment	Euro Amount
1	Signature of Contract	End of February 2014	20%	
2	Development / Refinement of work plan and timetable for the conduct of the evaluation	5 March 2014		
3	Briefing with Project team	by 12 March 2014		
4	Desktop Review	by 26 March 2014		
5	Field Review	by 16 April 2014		
6	Debriefing	by 18 April 2014		
7	Submission of draft report	by 25 April 2014	40%	
8	Submission of revised / final report	by 12 May 2014		
9	Approval of final report by SPC	by 15 May 2014	40%	
	Total		100%	

(Please note the above dates are subject to change)

4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The economic proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix below.

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Competency Requirements	Score Weight (%)	Total Obtainable Score
1. Fluent or good working knowledge of both English and French (spoken and written)	15%	105
2. Expertise and proven experience in Project evaluation including quantitative and qualitative evaluation methods, the Project Cycle Management (PCM) approach, and the use of logical frameworks.	20%	140
3. Expertise and/or proven experience in project management, including institutional (EDF procedures), organisational, and financial issues.	15%	105
4. Relevant developing country experience, preferably with some gained in the French Pacific territories or Pacific Island Countries.	10%	70
5. Knowledge and experience in Disaster Risk Management (including hazard assessment) in developing countries, preferably in the Pacific region, including a good understanding of island needs and constraints.	10%	70
6. Experience in, or exposure to, water resource assessment, water supply and sanitation practices pertinent to Pacific island environments.	10%	70
7. Experience interacting with governments of small island developing states (including at national level), international organisations, bilateral donors, and civil society representatives.	10%	70
8. Proven understanding of the benefits of a regional integration approach.	10%	70
Total Score	100%	700
Qualification Score	70%	490

In the Second Stage, the financial proposal of all bidders, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the best value for money taking in account the accumulative scores of technical and financial evaluations.

5. Request for further information

Queries or questions are to be emailed to the Procurement section at procurement@spc.int.

6. Award of Contract

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 such action.

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7. SPC's right to vary requirements at time of award.

SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

8. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the subject line heading "End of Project Evaluation"

Or marked "CONFIDENTIAL" and mailed to:

Request for Proposal- 13/71
Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories
Secretariat of the Pacific Community
Private Mail Bag
Suva
Fiji Islands

All proposals must be received by the Secretariat before 4.00pm Fiji Time, 14 February, 2014.

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Annex II

Terms of Reference

RFP 13/71

Evaluation of the Project “Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories”

A. Consultancy Title

Consultant(s) for the final evaluation of the European-Union funded Project “Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories (OCTs)”

B. Background

The Pacific Ocean comprises some 180 million km², or over half the world’s ocean space, and more than one third (35.5%) of the surface area of the Earth. In contrast, Pacific Island countries and territories are small in population and have a total land mass of just 528 000 km². While most islands in the Pacific are independent countries, some enjoy a differing administrative status, such as the Overseas Countries and Territories (thereafter referred to as “OCTs”) of New Caledonia, French Polynesia, Wallis and Futuna (ties with France) and Pitcairn islands (ties with the UK); OCTs are the focus of the Project to be evaluated.

Islands of the Pacific share common difficulties of limited access to expertise, fragile ecosystems and remoteness. In this context, there are significant advantages in taking a regional approach to encourage long-term self-sustaining capability to address development challenges.

Pacific islands are characterised by relatively small economies highly exposed to external and internal shocks (e.g. economic downturn, population pressure). Small islands are particularly vulnerable to natural and human-induced disasters, which carry significant costs in terms of human casualty, infrastructure damage and economic loss.

Islands are generally at risk from a wide range of natural and man-made hazards such as volcanoes, earthquakes, tsunamis, landslides, coastal erosion, storm surge, flooding, cyclones, droughts, pollution, and public health epidemics. This vulnerability is aggravated by the impact of climate change and sea-level rise, with coastal zones being most exposed. The reliable supply of good quality water and sanitation is also a problem particularly in the small low-lying countries and in areas which have experienced the rapid growth of urban populations.

If managing disaster risk is a development imperative, a number of constraints exist in the Pacific region:

- (i) Limited data available on risk exposure and magnitude.
- (ii) Inadequate collection, monitoring, analysis and use of data available to decision-makers for optimal,

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- cost-effective solutions to reduce disaster risk (e.g. geophysical, bathymetric, hydrographic, meteorological data, disaster/scenario modeling, cost-benefit analysis of potential solutions).
- (iii) Insufficient capacity to effectively manage disaster and public health risk (including the risk of water-borne epidemics), whether through prevention, mitigation, preparedness or response efforts.
 - (iv) Absence of, or limited, exchange, collaboration and cross-learning between OCTs and the rest of the region on these issues, particularly with Pacific Island Countries.

The EDF 9C Project **“Supporting Disaster Risk Reduction in Pacific Overseas Countries and Territories”** (thereafter referred to as “the Project”), was designed to address the above key areas. It sought to enhance OCT government capacity to address natural disaster and public health risks through regional collaboration and domestic action. Strategies used were capacity building in data collection, analysis and use for decision-making, support to on-the-ground delivery of risk reduction solutions, regional exchanges and cross-learning.

The Project was designed for a four-year duration and is regional in scope, comprising the four territories of New Caledonia, French Polynesia, Wallis and Futuna and Pitcairn Islands. This Project represents the first substantial engagement between OCTs and SOPAC (the Applied Geoscience and Technology Division of SPC – the Secretariat of the Pacific Community; when the Project was first initiated, SOPAC was the Applied Geoscience Commission, an independent regional organisation).

The Project, totalling a European contribution of €5,068,100, was implemented on the basis of a Contribution Agreement signed in December 2008 between the European Union and SOPAC. The Project’s operational implementation phase was to lapse in November 2012 and was extended by twelve months following donor approval. Implementation is now complete, leading the donor and implementing agencies to seek lessons learned and extract best practices through the conduct of a final evaluation.

C. OBJECTIVE AND SCOPE OF THE FINAL EVALUATION

The objective of the final evaluation is to determine the efficiency, effectiveness and impact of the Project in meeting its objectives, and the sustainability of the outcomes.

The evaluation should provide credible and useful information, enabling the identification of lessons learned for the implementing agency and associated Project stakeholders. The evaluation must be impartial and independent; useful; based on reliable information; and allow the participation of stakeholders and beneficiaries whenever possible.

More specifically the final evaluation will:

- (i) Assess the degree to which Project activities have achieved the defined goals, objectives and targets of the Project.¹
- (ii) Review the problems faced and the effectiveness of corrective measures taken.
- (iii) Identify lessons learnt and successes achieved, internally and externally, particularly in relation to the

¹ As per the Contribution Agreement and its annexes (including the logical framework).
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- Disaster Risk Management sector and to the planning of future similar multi-country projects.²
- (iv) Assess the issue of sustainability (actual and potential) beyond the completion date of the Project.
 - (v) Assess the Project's sensitivity to cross-cutting issues such as environment, youth and gender, as appropriate.

This final evaluation is an integral part of the design of the Project. It is carried out to ensure transparency and accountability towards Project donors, stakeholders, and the wider public it seeks to serve. It takes place in a spirit of learning and extracting best practices for the donor agency, the implementing organisation and beyond.

D. SPECIFIC TERMS OF REFERENCE FOR THE FINAL EVALUATION: MAIN ISSUES TO BE STUDIED

The final evaluation will cover the relevant activities undertaken since the commencement of the Project and should cover the period 2009-2013. The evaluation should take into consideration the relevant reports such as Result Oriented Monitoring (ROM) reports, annual activity/financial reports, the final project report (if available), and products delivered during the implementation period. These will be provided by the Project team during this initial briefing.

When undertaking the evaluation, the Consultant(s) should address the following issues:

Project Design

Assess the design of the Project based on the original Contribution Agreement and subsequent revisions. Also assess the internal coherence of the Project, with due consideration given to:

- The overall objective
- The project purpose
- Results
- Activities
- Assumptions / preconditions
- The logical framework.

Relevance

Assess the following:

- The relevance of the strategies, methodologies and overall approach of the Project to address the issues.
- In what way did the Project address regional and national priorities and complement other interventions of the OCT governments, SPC, EU and other stakeholders which are directly or indirectly related to the Project?

Efficiency

Evaluate the efficiency with which the activities have been undertaken in order to yield the Project results. Have the means of the project (TA and personnel, equipment, workshops, etc.) been efficiently transformed through the Projects activities into the various Project results? Could the same or similar

² In particular, projects benefiting Pacific OCTs.

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results have been achieved at lower cost? This will require an assessment of the following factors which affect efficiency:

- *Organisation and Management*: an analysis of the general organisational arrangements (structures, responsibilities and contractual arrangements) relating to the Project (SPC/SOPAC, technical assistance, national ministries, regional organisations, etc.). It requires an assessment of the management capabilities of the Project and supporting services (executive, finance, and administration) based at SPC in Suva and Noumea.
- The issues to be analysed include the plan of operation and timetable, financial management and budgeting including the subgrant management system, application of the terms of the Contribution Agreement, the phasing of activities, internal monitoring arrangements, management of technical assistance under the Project, and coordination with donors.
- *Implementation of activities*, including the quality, quantity and timing of technical assistance, and other Project outputs at the regional and national levels.
- The monitoring of the Project carried out by SPC and the EU Delegation.

Effectiveness

Analyse the relationship between the purpose of the Project and results achieved to date. The following questions should assist with the assessment of the effectiveness of the Project:

- What are the results obtained at the end of the project following the implementation of the activities listed in the logframe, and to what extent have these results contributed to achieving the Project purpose?
- Who are the beneficiaries (compare actual vs. planned), have there been unforeseen beneficiaries or unintended consequences, and if yes, explain why, the extent, impact and implications for all stakeholders?
- Have the assumptions required to translate Project results into Project purpose been realised? If not, why and how did this affect the Project?
- Have the Project resources (technical assistance and personnel, equipment, training, research etc.) been directly related to Project results?
- Have appropriately qualified and experienced staff been recruited to implement the Project and contribute to planned Project outputs?

Impact

Analyse the foreseen and unforeseen Project impacts, whether they be positive or negative. The Consultant will, if possible, compare the scenario immediately prior to the implementation of the Project with the achievements of the Project to date.

Based on the results of the project to date, the Consultant(s) will assess the current impact and predict the potential impact of the Project in the following areas:

- Impact on the capacity of OCTs to collect and analyse data to inform decision-making in the areas of water/sanitation, public health and disaster management.
- Impact on the scientific understanding of the natural disasters/water/public health issues facing the territory or zone under review.
- Impact on the capacity of OCTs to address natural disaster/public health risk (whether through prevention, mitigation, preparedness or response).

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- Impact of scientific advice/training on OCT capacity to implement their DRM priorities.
- Impact on the integration of OCTs in regional water and sanitation/disaster management initiatives.
- Impact on learning through regional exchanges.

Sustainability

The Consultant(s) will assess the extent to which the results of the Project - regional and territorial - will be maintained following the operational closure phase of the Project.

Particular emphasis is to be given to:

- *Policy support* – extent to which the Project has support in the recipient countries; degree of agreement on the purpose and activities; support from relevant organisations (technical, political, business, etc.); willingness to provide resources (financial and personnel).
- *Economic and financial analysis* – This part will be based on a cost effectiveness analysis, and should lead to recommendations aimed at ensuring the sustainability of the Project and its result at this level.
- *Community acceptance and ownership* – This important component of sustainability needs to be assessed in all relevant target groups of the community. Do target groups consider Projects outputs relevant to their needs?
- *Appropriate technology* – Does the technology offered correspond to the capacity and needs of the target groups? Will the intended beneficiaries be able to adopt and maintain the technology acquired without further Project assistance?
- *Institutional and management capacity* – Assess the commitment of all parties involved, such as governments (eg. through policy and budgetary support), other institutions and potential donors in contributing towards sustainability.

Visibility

The Consultant will assess the extent to which Project activities and outcomes were effectively communicated through various media (print, radio, TV). Also to be evaluated is the visibility with regards to the EU's financial contribution as per the guidelines outlined in the EU Manual for visibility, information and communication.

Conclusions and recommendations

Having evaluated the Project in terms of efficiency, effectiveness, impact, and sustainability, the Consultant(s) will summarise the outcome and draw conclusions. Additionally, the Consultant(s) will identify what policy, organisational and operational lessons are to be learned by stakeholders and propose avenues for future work in the areas under review.

Conclusions should cover all areas of efficiency, effectiveness, impact, sustainability and visibility. Each conclusion should lead to a corresponding operational recommendation that could be adopted to overcome identified constraints and seize opportunities.

The following points merit particular attention:

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9. **Overall outcome:** What are the main achievements of the Project to date and expected? Elaborate on the possible impact of the outcomes and their efficiency, effectiveness and sustainability. Elaborate also on remaining needs on the regional and national level and how these needs would best be met.
10. **Sustainability:** Conclusions should be drawn and recommendations made regarding the key sustainability factors relevant to the Project (i.e.: is the policy environment likely to ensure the sustainability of the Project's benefits) and the conditions and likelihood that these factors will be taken account of by SPC and/or the OCTs covered by the Project.
11. **Management capabilities:** Comment on the efficiency and effectiveness of the organisational and supporting management arrangements.

E. Institutional arrangement of the Consultancy

The Consultant(s) will be contracted by SPC. The work will be undertaken in the Consultants' office and in the field. SPC offices in Fiji and Noumea may be used on a request basis. SPC will not provide computers or email addresses for this work, it is expected that the Consultant(s) will be independent in this regard. All international/domestic transport and field expenses will be the responsibility of the Consultant(s) (with logistical support provided by the SPC project team). These expenses will fall under the overall compensation provided to the Consultant(s) as part of the Contract.

The Project team will provide the Consultant(s) with an initial briefing, key contacts, all project reports of relevance to the assignment and support throughout the Consultancy.

Coordination and supervision of the work of the Consultant(s) will be undertaken by the Project Manager/Team Leader. Fortnightly progress updates are expected via email and will cover achievements and challenges that could possibly delay or prevent the success of the evaluation. All communication, including the final report, is to be written in the English or French language.

F. Duration of the work and indicative time schedule

The work is required for 30 person-days, to begin upon signature of the Contract and to be completed by 15 May 2014.

The work will begin by a briefing with the Project team where an orientation will be provided, key contacts shared and relevant documents/project outputs provided. This briefing will take place in Noumea, New Caledonia. The Consultant(s) will then initiate a desktop review, followed by a field review including travel to key territories (New Caledonia and possibly French Polynesia or Wallis and Futuna; others to be contacted via phone/skype). Following the desk and field reviews, a debriefing will take place in Noumea with the Project team and donor representatives outlining key observations and recommendations. A first draft report is expected to be delivered by 25 April 2014, with the final report to be submitted by 12 May 2014 latest.

Presented below are the milestones expected, the timeline and schedule of payment.

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SÉCRÉTARIAT GÉNÉRAL DE LA COMMUNAUTÉ DU PACIFIQUE

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	Milestones / Outputs	Deadline (completion date)	%Payment	Euro Amount
1	Signature of Contract	End of February 2014	20%	
2	Development / Refinement of work plan and timetable for the conduct of the evaluation	5 March 2014		
3	Briefing with Project team	by 12 March 2014		
4	Desktop Review	by 26 March 2014		
5	Field Review	by 16 April 2014		
6	Debriefing	by 18 April 2014		
7	Submission of draft report	by 25 April 2014	40%	
8	Submission of revised / final report	by 12 May 2014		
9	Approval of final report by SPC	by 15 May 2014	40%	
	Total		100%	

G. Qualifications of the successful Consultant(s)

The Consultant(s) required should possess and display the following competencies:

1. Fluent or good working knowledge of both English and French (spoken and written)
2. Expertise and proven experience in Project evaluation including quantitative and qualitative evaluation methods, the Project Cycle Management (PCM) approach, and the use of logical frameworks.
3. Expertise and/or proven experience in project management, including institutional (EDF procedures), organisational, and financial issues.
4. Relevant developing country experience, preferably with some gained in the French Pacific territories or Pacific Island Countries.
5. Knowledge and experience in Disaster Risk Management (including hazard assessment) in developing countries, preferably in the Pacific region, including a good understanding of island needs and constraints.
6. Experience in, or exposure to, water resource assessment, water supply and sanitation practices pertinent to Pacific island environments.
7. Experience interacting with governments of small island developing states (including at national level), international organisations, bilateral donors, and civil society representatives.
8. Proven understanding of the benefits of a regional integration approach.

H. Annex 1 – Suggested Outline of Evaluation Report

I – Executive Summary	It should be tightly drafted, and usable as a free-standing document. It should be short, not more than five pages. It should focus on the main analytical points, indicate the main conclusions, lessons learned and specific recommendations. Cross-references should be made to the corresponding page or paragraph numbers in the main text that follow.
II – Main Text	The main text should start with an introduction describing, first, the project or programme to be evaluated and, second, the evaluation objectives. The body or core of the report should follow the five evaluation criteria, describing the facts and interpreting or analysing them in accordance with the key questions/issues pertinent to each criterion.

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<p>III – Conclusions and Recommendations</p>	<p>These should be presented as a separate final chapter. Wherever possible, for each key conclusion there should be a corresponding recommendation. The key points of the conclusions will cover aspects of the evaluation criteria.</p> <p>The ultimate value of an evaluation depends on the quality and credibility of the recommendations offered. Recommendations should therefore be as realistic, operational and pragmatic as possible. Recommendations should be carefully targeted to the appropriate audiences at all levels.</p>
<p>IV - Annexes</p>	<p>Terms of Reference of the Evaluation Name of the evaluator(s) Methodology applied for the study Logical Framework matrices (original and improved/updated) Map of area covered by the project List of persons/organisations consulted Literature and documentation consulted Other technical annexes</p>

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ANNEX III**SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES***RFP13/71**Disaster Risk Reduction in Pacific Overseas Countries & Territories***1. LEGAL STATUS**

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

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

4. SPECIFIED PERSONNEL

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor shall 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

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall

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not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

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

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

10. 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.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, shall be in the same condition as when delivered to the

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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.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC shall be 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. 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 in compliance with the requirements of the applicable law.

13. 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.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

14.2 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.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

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

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

15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

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- 16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 16.4 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.

17. SETTLEMENT OF DISPUTES**17.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

17.2. Arbitration

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

18. PRIVILEGES AND IMMUNITIES

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

19. TAX EXEMPTION

- 19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.
- 19.2 Accordingly, the Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such

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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.

20. CHILD LABOUR

- 20.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 20.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

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

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