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## REQUEST FOR PROPOSAL

**RFP No. :** RFP 14/77  
**DATE :** 15 October 2014

**SUBJECT :** **REQUEST FOR PROPOSAL – COMMUNICATON PRODUCTS FOR IMPLEMENTING CLIMATE AND DISASTER RESILIENT DEVELOPMENT IN THE PACIFIC IN RELATION TO WATER SECURITY, FOOD SECURITY AND INTEGRATED COASTAL MANAGEMENT.**

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

To enable you to submit a Request for Proposal (RFP), 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***Request for Proposal (RFP) no:14/77***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. All proposals should be in Word or pdf format. Please note SPC cannot receive emails with attachments that total more than 10Mb in size.
- 1.2. All prices in the proposals must be presented in Fijian Dollars.
- 1.3. Any proposal received after the submission date 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.

**2. 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 consultant is expected to fulfil the criteria as per Annex II – Terms of Reference, section H – Qualifications of the successful consultant.

In the Second Stage, the financial proposal of all bidders will be assessed and compared. Your bid should include a clear breakdown of the daily consultancy fee, and any professional, management, operating or other administration fees. Your bid should also clearly indicate the timeline and milestones expected to complete the work for the respective objectives.

**3. Request for further information**

Queries or questions are to be emailed to the Procurement section at [procurement@spc.int](mailto:procurement@spc.int).

**4. Award of Contract**

- 4.1. 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.
- 4.2. Please note that the SPC General conditions of contract (Annex III) are not negotiable.

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**5. 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.

**6. Closing date for proposals**

Proposals should be emailed to [procurement@spc.int](mailto:procurement@spc.int) with the heading "RFP (14/77) -"SRDP Communications Products" or sent by courier to:

**Secretariat of the Pacific Community**

Procurement Unit – RFP 14/77

Private Mail Bag

Suva – Fiji Islands

**All proposals should reach the Secretariat before 4 November 2014, 4.00pm Suva time.**

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**ANNEX II****TERMS OF REFERENCE**

*Request for Proposal (RFP) no: 14/77*

**A. Project Title: Communication products for implementing climate and disaster resilient development in the Pacific in relation to water security, food security and integrated coastal management.**

**B. Project Description**

**1. Reporting Relationships**

The Consultant will be appointed to this position by SPC – Applied Geoscience and Technology Division, Disaster Reduction Program (Suva, Fiji) who are the implementing agency for this project under the *Roadmap towards a Strategy for Climate and Disaster Resilient Development in the Pacific (SRDP) by 2015*. The consultant will be responsible to the Disaster Risk Management and Climate Change Policy Advisor who will co-ordinate and supervise the work. The work will be undertaken in the consultant's office.

**2. Role of Communications Consultant**

The Roadmap outlines a process to facilitate the development of the strategy for climate and disaster resilient development in the Pacific (SRDP) by 2015. This new strategy will succeed the existing Pacific Disaster Risk Reduction and Disaster Management Framework for Action 2005 – 2015 (RFA) and the Pacific Islands Framework for Action on Climate Change 2006 – 2015 (PIFACC).

In order for the high level guidance on the SRDP to be understood in a tangible manner on the ground in the Pacific, further detailed material is required to provide specific guidance and options .. As a pilot, three development issues have been identified for the first phase of this project including food security, water security, and integrated coastal management.

Substantial information and guidance already exists from a range of organisations in relation to how climate change mitigation and adaptation, disaster risk management and disaster risk reduction relate to development issues. Review and synthesis is required into concise communication products to provide a consistent approach. The audience for the communication products are the Pacific peoples, development and government practitioners, journalists and educators. The Consultant shall provide services to ensure the development of communication products that summarise key guidance for implementation of climate and disaster resilient development in the Pacific for the three development issues of food security, water security and integrated coastal management. Communication products are to ensure harmonization across Agencies, and to provide guidance as to how to manage climate and disaster risks in achieving key sustainable development goals.

The consultant will undertake the scope of work outlined in *Section C : Scope of Work*. This will include; managing the process of the development of the communications products; engaging with representatives from SPC, SPREP, and UNISDR to define the audience and products as well as source information for key

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messages in each topic area; review existing documents and the SRDP to identify key messages and develop communications products in each topic area; obtain review from the key stakeholders and governance arrangements; ; deliver communications products; report to SPC on progress; and respond to feedback.

**C. Scope of Work**

The Consultant shall provide services to ensure the development of communication products that summarise key guidance for implementation of climate and disaster resilient development in the Pacific for the three development issues of food security, water security and integrated coastal management. Communication products are to ensure harmonisation across Agencies, and to provide guidance as to how to manage climate and disaster risks in achieving key sustainable development goals.

The Consultant will collaborate with representatives from SPC, UNISDR and SPREP to (included but not be limited to):

- a. Prepare a work plan and schedule showing how the consultancy will be conducted including the development of communication products for implementation of climate and disaster resilient development in the Pacific in relation to food security, water security, and integrated coastal management. Update work plan based on feedback provided by SPC Disaster Risk Management and Climate Change Policy Advisor.
- b. Undertake a review of documents and policies in relation to the three development issues to identify existing messaging in relation to climate change mitigation, climate change adaptation, disaster risk reduction and disaster risk management. Include review of the “Key Messages and Learning Outcomes for Education on Climate Change and Disaster Risk Reduction in the Pacific Region” which includes messages from engagement with SPC staff across different sectors for climate change adaptation. Consult with SPC, SPREP, and UNISDR representatives for each development issue to develop draft communication products and then ensure review by sector stakeholders (e.g through networks such as the Pacific Solution Exchange and the Prevention Web).
- c. Consult with key partners including SPREP, UNISDR, USP, PIFS, UNDP and SPC through liaison with the Roadmap Technical Working Group and the Working Arm of the CROP Executives Subcommittee on Climate Change and Disaster Resilient Development (WARD).
- d. Synthesis guidance based on existing material while ensuring consistency with the goals, principles, and strategic approach of the SRDP. Provide communication products, such as a 2 -3 page briefings (including details on options, rationale and benefits) and a 1 page graphic for each development issue (water security, food security, and integrated coastal management).
- e. Prepare a document outlining how the content of the communication products were developed with references.
- f. Prepare a mid-term report detailing the steps undertaken and progress achieved and update based on feedback provided by SPC Disaster Risk Management and Climate Change Policy Advisor.

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- g. Prepare a final report outlining the scope of work, challenges, findings, recommendations and ensure knowledge transfer relating to information management and communication.

**D. Expected Outputs**

- a. Communication products: such as a 2 -3 page briefings (including details on options, rationale and benefits) and a 1 page graphic for each of water security, food security, and integrated coastal management.
- b. Document outlining how the content of the communications products were developed with references.
- c. Project reporting: Approved workplan, midterm report and final report.

**E. Institutional Arrangement**

The consultant is to provide monthly progress updates in electronic format / via email that cover achievements and challenges that could possibly delay or prevent the success of the project. The consultant will also provide project reporting in the form of approved workplan, midterm report and final report. All reports shall be written in the English language, and shall describe the services rendered.

**F. Duration of the Work**

The work is required over 9 months starting in November 2014. The project deliverables are required to be finalised by July 2015.

**G. Duty Station**

The work will be conducted in consultation with key partners and stakeholders at SPC – Applied Geoscience and Technology Division, Mead Road, Suva, Fiji.

**H. Qualifications of the Successful Contractor**

- a. Relevant tertiary qualification(s) / experience in Strategic Communications or equivalent.
- b. Experience with the strategic communication of policy frameworks to broad audiences.
- c. Experience in disaster risk reduction, disaster management and climate change.
- d. Effective written communication skills in English.
- e. Excellent oral communication and interpersonal skills, team oriented work style, interest and the ability to operate effectively in a multi-cultural and multidisciplinary environment.

**I. Scope of Bid Price and Schedule of Payments**

	Milestones/outputs	Deadline (completion date)	% Payment

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SECRETARIAT OF THE PACIFIC COMMUNITY  
SÉCRÉTARIAT GÉNÉRAL DE LA COMMUNAUTÉ DU PACIFIQUE

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1	Signature of contract. Work plan detailing specific tasks from TOR to be completed (Annex 3 of contract)	15/11/2014	20%
2	Draft Key Messages and Mid Term Report	15/02/2015	40%
3	Finalised Key Messages and Final Report submitted	31/07/2015	40%
	Total		100%

**J. Annexes to the TOR**

Roadmap towards an Integrated Regional Strategy for Disaster Risk Management and Climate Change in the Pacific by 2015 : Executive Summary. Download

[http://www.pacificdisaster.net/pdnadmin/data/original/SOPAC\\_SPREP\\_2013\\_DRM\\_CC\\_Execvtv\\_Summary.pdf](http://www.pacificdisaster.net/pdnadmin/data/original/SOPAC_SPREP_2013_DRM_CC_Execvtv_Summary.pdf)

Roadmap information on the Pacific Disaster Net –

<http://www.pacificdisaster.net:8080/Plone/roadmap>

For example of 1 page graphic see IPCC Key Findings:

<http://www.cisl.cam.ac.uk/Resources/Climate-and-Energy/Climate-Change-Implications-for-Agriculture.aspx>

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**ANNEX III****SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES***Request for proposal (RFP) no: 14/77***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 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

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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 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**

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.

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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 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.

SPC Headquarters: Noumea, New Caledonia. Regional offices : Suva, Fiji Islands, and Pohnpei, Federated States of Micronesia.

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