

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



Pacific
Community
Communauté
du Pacifique

RE-ADVERTISEMENT

REQUEST FOR PROPOSAL

RFP No. : SPC RFP16/031
DATE : 12 July 2016

SUBJECT: REQUEST FOR PROPOSAL – International Consultant for FSM Green Climate Fund Readiness Phase.

You are invited 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

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



Instruction to Bidders

Request for Proposal (RFP) no:16/031

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 **US 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.

CRITERIA	Weighting
Advanced Degree in Climate Change / Environment / Natural Resources / Development / Management / Finances	20%
At least 7 years of experience in national and international climate change policy and financing mechanisms	20%
Ability to coordinate and drive communication with the Fund and manage operational activities	10%
Familiar with the relevant institutions and stakeholders in the climate change domain in the Pacific Islands preferably FSM – including potential candidates for implementing entities / intermediaries / and the private sector and multilateral finance	15%
Skills identifying capacity building and training needs for adaptation and mitigation and accessing climate finance and project design and management	15%
Examples of past work in relation to the scope of works and expected outputs including a clear outline of how he/she has played key role(s) in those past activities	20 %
TOTAL	100 %

In the Second Stage, the financial proposal of all selected bidders will be assessed and compared using the formula:
Financial Proposal score = (Lowest Price / Price under consideration) x 30

To qualify for the financial evaluation stage the technical component of the bid as in the above criteria has to be at least 70%.

SPC Headquarters

BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS

BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



**Pacific
Community**
**Communauté
du Pacifique**

3. Request for further information

Queries or questions are to be emailed to the Procurement section at 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.

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 with the heading "RFP 16/031 – International Consultant for FSM Green Fund Readiness Phase".

All proposals should reach the Secretariat before 12.00 am Noumea time, Tuesday 26th July 2016.

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



ANNEX II
TERMS OF REFERENCE
Request for Proposal (RFP) no: RFP 16/031

A. FSM GCF Readiness Phase Country Program development Consultant

Consultancy for an expert to prepare a strategic framework for engagement with the Green Climate Fund (GCF) and a country program building on existing climate change adaptation and mitigation strategies and plans for the Federated States of Micronesia (FSM) GCF Readiness Phase

B. Project Description

Climate change is the defining challenge of our time. The human impact on our planet is unprecedented. Long-term changes in the earth's climate system are significant. The Green Climate Fund ('GCF' or 'the Fund') is a fund established by 194 governments within the framework of the United Nations Framework Convention on Climate Change (UNFCCC) as a mechanism to assist developing countries adapt vulnerable societies to the unavoidable impacts of climate change, and to limit or reduce greenhouse gas emissions (mitigation) in developing countries towards the goal of keeping the temperature increase on our home planet below 2 degrees Celsius.

The GCF is a global initiative to respond to climate change by investing into low-emission and climate-resilient development. The Green Climate Fund will support projects, programmes, policies and other activities in developing country Parties using thematic funding windows. The GCF is based in the new Songdo district of Incheon, South Korea. It is governed by a Board of 24 members and supported by a Secretariat.

FSM designated the Office of the Secretary, Department of Finance & Administration as the National Designated Authority (NDA) to engage with the Fund. FSM also requested readiness support. This support is to be disbursed through the delivery partner Pacific Community (SPC) North Pacific Regional Office (NPRO) working with the National Designated Authority (NDA) to deliver the grant for the development of a country program to access the resources of the GCF.

The objective of this grant and the role of an international expert (the consultant) and national consultant (recruited separately) working together is to enhance country ownership and climate finance access through a cohesive program during the early stages of the operationalization of the GCF in the FSM.

The implementation of the two components of the readiness support program over May 2016- March 2018 is projected to strengthen

- 1) the capacity of the NDA to engage with regional, national & sub-national governments, civil society and private sector stakeholders, and generate national interest in the GCF opportunities.
- 2) FSM's access to climate finance through the preparation of the strategic framework/country program for measures to address climate change, taking a gender sensitive approach, and building on existing strategies & plans.

This will ensure that programs/project proposals to GCF will increasingly meet integration of national priorities across sectors of the national economy and therefore, promote climate relevant transformational development.

Context of the Work

The Federated States of Micronesia (FSM) in the Micronesian Archipelago located in the north-western Pacific, is comprised of Yap State, Chuuk State, Pohnpei State and Kosrae State. FSM has 607 islands, made up of mountainous as well as low-lying and atoll island groups, covering an oceanic area of more than 1,000,000 square miles but with only 271 square miles of land area. The 2010 population census count had 103,000, a decrease from 2000 census of 107,000,

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



**Pacific
Community**
**Communauté
du Pacifique**

which is attributed to out-migration to US territories, Hawaii and US Mainland for employment, better medical care, education, etc. Approximately 70% of the population reside in the main capital centers of the four states and the remaining 30% on the outlying atoll islands.

Being resource limited and geographically isolated, FSM confronts not only economic growth and employment constraints but similarly challenges to balance development against fragile eco-systems and cultural well-being of its citizens to realize the benefits of sustainable development. The terrestrial and marine eco-systems are diverse with endemic and migratory species providing a source of food and income to a subsistence economy of roughly 40% of the population.

FSM Governments' tax and non-tax revenues account for approximately 30% of GDP with the remaining 70% from US Compact funds and grants from donor countries and international financial institutions. Commercial activities are mostly seen at the four capital centers providing a cash economy that is susceptible to external shocks from any increase in world prices and by reductions in foreign aid grants. A significant reduction in the latter is expected by year 2024 when the economic assistance provision of the Compact Treaty with the US Government is terminated. There is currently no secured level of economic assistance for FSM from 2024 and beyond.

The consultants to the FSM Readiness phase will need to consider the four levels of governance of FSM: national, state, municipal, and traditional, to assist the NDA in engaging stakeholders and developing the strategic framework/country program. The Office of Environment and Emergency Management has led the development of the 2013 Nationwide Integrated Disaster Risk Management and Climate Change Policy. The Policy require that the four states develop their Joint State Action Plan (JSAP) for DRM and CC which details the activities to reduce the vulnerabilities of their communities. Within the Federation, the States retain considerable authority, and are semi-autonomous. Many government services and functions most closely associated with addressing climate change (e.g. health, education, environmental protection, water and sanitation) are either concurrent national-state functions or primarily state/municipal functions. Concurrent with the "western" system of governance, each state also retains and recognizes the power and authority of traditional government according to the custom and tradition of the state, this is broadly defined to include land rights (and marine rights where lagoons are privately owned) and management of natural resources (FSM MDG Goals & Status Report, 2010).

The FSM faces significant challenges from climate change to its aspirations and goals in the sustainable use and development of tourism, fisheries, agriculture and energy resources. Risks include being in the typhoon alley (north central to western Pacific) and vulnerable to shifting rainfall patterns, ocean acidification and sea level rise, tidal surges, effects on vegetation especially food crops, vector borne diseases and other impacts that are already being experienced. These impacts may not be easily addressed but require effective development planning and policy initiatives as well as tangible on the ground activities, with support from the international community such as the Green Climate Fund is intended to provide.

C. Scope of Work

The purpose of this consultancy is to recruit a skilled expert to work with the NDA and National Consultant to develop a strategic framework for engagement with the GCF and a country program that builds on existing strategies and plans for climate change interventions. This will provide the NDA, SPC, and GCF and regional organisations with the information and capacity to meet certain requirements for the GCF Initial Investment Framework. It is envisaged that

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int

SPC Headquarters

BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS

BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



**Pacific
Community**
**Communauté
du Pacifique**

the expert will input up to 6 months work period and any extension shall be within a reasonable time and agreed to by the NDA .

Specifically the scope of work of the consultant is as follows;

- a. The consultant will work in accordance with the readiness phase Inception Report which has been approved by the GCF Secretariat and includes a logical framework, an implementation schedule and a budget. The consultant will contribute towards achieving the expected results of the identified readiness area 2 as per the inception report logical framework.
- b. The consultant will prepare a work plan and schedule for the agreement of the NDA showing how the work in this consultancy will be conducted, with staggered input integrated with the work of National Consultant, the NDA, and the National Steering Committee (NSC).
- c. The consultant will undertake the preparation of the country program, through:
 - Consultations on FSM's development priorities with respect to the Fund;
 - A rapid assessment on climate adaptation options; adaptation planning and evaluation of options; and needs for capacity building of relevant implementing entities;
 - Identifying programs and projects, including public-private partnerships, consistent with the Fund's Initial investment framework;
 - Identifying the roles of entities that may be accredited by the Fund in implementing FSM's programming priorities;
 - Identifying how the GCF can build on the ongoing work of other development partners in the country and deliver its support in a manner complementary to the efforts of other partners.
- d. To achieve the country program development above the consultant will
 - review all documentation provided by the NDA in relation to the assignment and collect all background documents necessary to prepare the GCF country program and make them available through various communication channels;
 - analyze existing climate change-related strategies, policies, national development strategies, economic trajectories, macro-economic circumstances and poverty reduction strategies;
 - analyze the institutional context (roles and contributions of key stakeholders) and of the needs for strengthening institutional and regulatory systems for climate-responsive planning and development and implementation capacity;
 - analyze human resources development and capacity building requirements;
 - facilitate multi-stakeholders engagement forums (including logistics, reporting and communications of outcomes) for developing the country program and to ensure the country program is consistent with the FSM development priorities as well as the Fund's initial results management framework.

The consultant will also

- assist any accredited entities in identifying opportunities to engage the private sector, including micro, small and medium-sized enterprises, and leverage their capacity to implement FSM's programming priorities.
- support the integration and mainstreaming of climate change adaptation and mitigation initiatives into the national and sectoral development plans of FSM.
- support the identification and preparation of concept notes for proposals consistent with the Fund's initial investment framework and other requirements of the Fund if necessary by the NDA.
- The consultant will also compile and disseminate documentation, and prepare notes on lessons learned from the programming process, as well as keep a record of any media coverage and other visibility.

D. Expected Outputs

The expected outputs of the consultant include the following;

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



1. Work plan and schedule for the consultancy
2. A rapid assessment summary report collating information on climate adaptation options; adaptation planning and evaluation of options; and needs for capacity building of relevant implementing entities; including
 - a. A synthesis report on the review of climate change related strategies and policies, particularly the joint state action plans for climate change and disaster risk management and the nationally determined contributions, as well as other relevant development strategies, economic trajectories, macro-economic circumstances and poverty reduction strategies
 - b. A synthesis report on the institutional context, capacity and regulatory systems for climate-responsive planning and development and implementation capacity
 - c. A synthesis report on human resource capacity with recommendations on capacity building requirements
3. Report of 3 day inception workshop on FSM's development priorities with respect to the Fund, including a review of policy frameworks, laws and regulations, planning and other relevant documents needed for the development of the country program consistent with the Fund's initial results management framework.;
4. Present a Draft Country Program Document
5. Second Stakeholder Country Program Validation Workshop Report (state visits) including Presentation (with information sheets) to the NDA and NSC identifying
 - a. priority programs and projects for climate change financing for each State, including public-private partnerships, consistent with the Fund's Initial investment framework;
 - b. the roles of entities that may be accredited by the Fund in implementing FSM's programming priorities;
 - c. how the GCF can build on the ongoing work of other development partners in the country and deliver its support in a manner complementary to the efforts of other partners.
6. Report on the Third Stakeholders Review Workshop (including interested national and regional accredited entities and donor partners) on the draft Country Program
7. Finalize and submit Country Program document for endorsement
8. Draft proposals or project concepts for the FSM agreed initiatives to be submitted to the GCF for funding support if warranted by the NDA
9. End of consultancy report with notes on lessons learned from the programming process Copies of documentation collected and disseminated, and media coverage

E. Institutional Arrangement

The consultant would work under the overall supervision of the FSM Secretary of Finance and Administration (NDA) and in liaison with the Pacific Community, North Pacific Regional Office, Pohnpei as the delivery partner. The consultant would collaborate closely with the National Consultant who is being recruited to work with the NDA for a period of two years.

F. Period of the Consultancy

This consultancy will be for six months and dates to be mutually agreed between the successful candidate and NDA, commencing after August 2016, with outputs 1-5 to be completed by December 2016 and completion of outputs 6-9 no later than September 2017.

G. Duty Station

When in-country the consultant will be based at the Office of the FSM Secretary for Finance and Administration (NDA) to undertake the required roles. By agreement with the NDA some outputs may be prepared remotely. In addition travel will be required to the four states.

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



H. Qualifications of the Successful Contractor

- The consultant should have at least an advanced Degree in Climate Change / Environment / Natural Resources / Development / Management / Finances
- At least 7 years of experience in national and international climate change policy and financing mechanisms
- Ability to coordinate and drive communication with the Fund and manage operational activities especially to prepare, moderate and report on national stakeholder workshops.
- Familiar with the relevant institutions and stakeholders in the climate change domain in the Pacific Islands preferably FSM – including potential candidates for implementing entities / intermediaries / and the private sector and multilateral finance
- Possess skills identifying capacity building and training needs for adaptation and mitigation and accessing climate finance and project design and management
- Examples of past work in relation to the scope of works and expected outputs including a clear outline of how he/she has played key role(s) in those past activities

I. Scope of Bid Price and Schedule of Payments

The consultant should provide a financial proposal commensurate with qualifications, experience and skills to fulfill the requirements of the assignment within the period prescribed above.

The available budget for the professional services under this consultancy is USD 53,000 ± 20%.

Additional funding and logistical support is available **by agreement** with NDA and SPC for up to 3 in-country missions, local travel and per diem at SPC rates, and national and state consultative workshops (venue hire, refreshments, printing, broadcasting etc).

This is an output based consultancy and will be paid according to the receipt of the outputs below

<u>Milestones/Outputs</u>	<u>Deadline (Date)</u>	<u>% Payme nt</u>
1. Signed copy of the contract and work plan and schedule for conducting the consultancy	August_2016	20%
2. A draft rapid assessment summary report including 2.1. synthesis report on the review of climate change related strategies and policies, 2.2. synthesis report on the institutional context, capacity and regulatory systems 2.3. synthesis report on human resource capacity with recommendations on capacity building requirements	September_2016	20%
3. Report on the 3-day Inception Workshop		
4. Present a Draft Country Program Document		40%
5. Second Stakeholder Country Program Validation Workshop Report including presentations and information sheets on the programs and project priorities of the draft Country Program	December_2016	
6. Report on the Third Stakeholder Country Program Review Workshop		20%
7. Finalize and present Country Program document for endorsement	September 2017	
8. Draft proposals/project concepts for the FSM agreed initiatives to be submitted to the GCF for funding support (NDA option)		
9. End of consultancy report with notes on lessons learned from the programming process, copies of documentation collected and disseminated, and media coverage		

ANNEX III

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

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Îles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



**Pacific
Community**
**Communauté
du Pacifique**

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

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, traveler, 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 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.

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

Country office: Honiara, Solomon Islands.

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)

Bureau de pays : Honiara, (Iles Salomon).

Site Web : www.spc.int Courriel : spc@spc.int

SPC Headquarters

BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS

BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18



**Pacific
Community**
**Communauté
du Pacifique**

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.

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.

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

Country office: Honiara, Solomon Islands.

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)

Bureau de pays : Honiara, (Iles Salomon).

Site Web : www.spc.int Courriel : spc@spc.int



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. HUMAN RIGHTS

- 21.1 The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.
- 21.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).
- 21.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 21.4 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.

22. 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.

23. 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.