

SPC Suva Regional Office
Private Mail Bag
Suva
Fiji
Telephone: +679 337 0733
Fax: +679 337 0021

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



Pacific
Community
Communauté
du Pacifique

**REQUEST FOR QUOTATION
RFQ SUV 20/034**

Date: 23/07/2020

**Re: Consultancy for to develop a
Framework Document for effectively mainstreaming Ridge to Reef for Sustainable Development in
the Pacific Region: A simple guide**

Pacific Community GEM Division through Ridge to Reef Project would like to invite interested individuals to submit a quotation for the Provision of a consultancy to develop a Framework Document for effectively mainstreaming Ridge to Reef for Sustainable Development in the Pacific Region: A simple guide.

1. All interested individuals are to submit quotation using Annex II submission form Part A (Technical Proposal Submission) & submission form Part B (Financial Proposal submission) and should be emailed to samasonis@spc.int by **10th of August 2020, no later than 4pm Fiji time.**
2. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices should be inclusive of all costs and statutory obligations.
3. All prices quoted shall be in **EURO** dollars and be inclusive of all costs related to the delivery of the consultancy services to SPC and any applicable taxes.
4. The validity of quotation shall be for 120 days from the deadline for submission. There shall be no change to the quotation after it has been approved.
5. Any requests for clarification or additional information shall be directed to samasonis@spc.int.
6. This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organization.

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Country office: Honiara, Solomon Islands.

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Siège de la CPS : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Îles Fidji) et Pohnpei (États fédérés de Micronésie). Bureau national de coordination : Honiara (Îles Salomon).

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

TERMS OF REFERENCE

Consultancy to develop a Framework Document for effectively mainstreaming Ridge to Reef for Sustainable Development in the Pacific Region: A simple guide (Reference: MYCWP/31122&31123)

Introduction

Background

The Pacific Community

The Pacific Community (SPC) is an international organisation established by treaty (the Canberra Agreement) in 1947 and is owned and governed by its 26 members including all 22 Pacific Island Countries and Territories (PICTs). It is the largest scientific and technical international organisation in the Pacific, working at both the regional and national levels to support members in achieving their development goals. For more than 70 years, SPC has been providing the Pacific Islands region with essential scientific advice and technical services. Its aim is to contribute in achieving genuine and lasting improvement in people's lives, through working with all members, at all levels, in delivering integrated services that advance their progress towards addressing their development challenges and achieving their aspirations.

Pursuant to its mandate, SPC and United Nations Development Programme (UNDP) signed a Project Cooperation Agreement providing the legal basis for the implementation of a regional project that would support 14 Pacific Islands Countries (PICs) in maintaining and enhancing ecosystems goods and services of natural resources.

The Regional International Waters Ridge to Reef Project

The "Ridge to Reef – Testing the Integration of Water, Land, Forest, and Coastal management to preserve ecosystem services, store carbon, improve climate resilience and sustain livelihoods in Pacific island countries" briefly known as Regional International Waters Ridge to Reef Project or Regional IW R2R project, is a five year project funded by the Global Environment Facility (GEF) which aims to test the mainstreaming of ridge to reef (R2R), climate resilient approaches to integrated land, water, forest and coastal management in the PICs through strategic planning, capacity building and piloted local actions to sustain livelihoods and preserve ecosystem services. An amount of USD10.3 million was made available by GEF to finance the project covering 14 Pacific Island Countries.

The GEF Pacific Ridge to Reef Program

Against the backdrop of this Regional IW R2R project is the GEF Pacific Ridge to Reef Program or "Pacific Islands Ridge to Reef National Priorities – Integrated Water, Land, Forest and Coastal Management to Preserve Biodiversity, Ecosystem Services, Store Carbon, Improve Climate Resilience and Sustain Livelihoods". The GEF Pacific R2R program aims to maintain and enhance PICs ecosystem goods and services (provisioning, regulating, supporting and cultural) through integrated approaches to land, water, forest, biodiversity and coastal resource management that contribute to poverty reduction, sustainable livelihoods and climate resilience. UNDP together with Food and Agriculture Organization and United Nations Environment Programme, now United Nations Environment (UNE) are the GEF implementation agencies of this program, and which is guided by the Programme Framework Document (PFD). GEF investment amounts to USD 90.4 million with a co-financing of

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about USD 333 million. The GEF investment is earmarked to finance measures that contribute to the six focal areas of GEF namely: (1) biodiversity; (2) climate change adaptation; (3) climate change mitigation; (4) international waters; (5) land degradation; and (6) sustainable forest management. The Regional IW R2R project is one of the 15-child projects under the GEF Pacific Ridge to Reef Program.

Rationale

The ever-increasing demand by humans for these Ecosystems Goods and Services (EGS) and the challenges brought about by the impact of climate change, has just tipped-off the scale and requirement for sustainably managing the environment and natural resources. Resource managers needed to be equipped with robust knowledge, expertise, and skills not only in understanding the carrying capacity of the ecosystem to sustainably deliver goods and services, but also in understanding the interconnectedness of the environment and its natural resources. On the other hand, the impacts of climate change dictates and set the new normal for sustainably managing natural resources. With this new normal it become more than necessary, an imperative for national governments in the Pacific Region to review their current land use and natural resources practices and ultimately rethink their strategies for achieving climate resilient and inclusive socio-economic development thereby ensuring sustainably delivery of ecosystems goods and services.

Ridge to reef (R2R) management is an approach to managing all activities within the catchment or watershed and out to the sea to ensure natural resource sustainability. It relies on managing activities of people and their use of natural resources within 'natural boundaries'. The approach also includes ecosystem-based management (EBM) which recognizes nature and the functioning of entire ecosystems should be managed altogether, rather than focusing on one aspect or sector e.g. a focus on forestry, or agriculture, or fisheries.

SPC is cognizant of this complex and humungous demand and understands the wide-ranging environment management and governance architecture. Through the joint efforts of the GEF Pacific R2R program, resource managers and communities of the participating Pacific Islands Countries are honed to be effective managers. Pivotal to this, is the thorough and comprehensive understanding of the role of and importance of robust scientific data and information as evidence or bases for decisions for natural resources management and governance along the ecosystem's continuum.

As one of the 15 child projects under the GEF Pacific Ridge to Reef Program, the Regional IW R2R project provides capacity building support and coordination for consolidating and documenting lessons from mainstreaming ridge to reef in either planning process and/or appropriate policy. Regarding documentation of lessons learned, a "Pacific Regional Ridge to Reef programmatic framework for development and compilation of lessons learned" was presented to and approved by the Regional Steering Committee (RSC) on July 31, 2019, **Annex 1**, to develop a learning legacy document on *Mainstreaming R2R into Sustainable Development in the Pacific*. The programmatic framework developed by the Regional Programme Coordination Unit Communications and Knowledge Management Advisor, responds to the MTR Recommendation 11, stating: There is a clear need and opportunity for the RPCU to become actively involved in promoting lessons learned across the programme and deriving (or compiling) lessons learned from previous IWRM/ICM/ R2R investments. This would include providing guidance to current projects (STAR and IW) regarding which lessons should be derived, and how to do it. A Guide to developing lessons learned for the Pacific R2R Programme is being developed by the CKMA to coordinate and facilitate this process.

The framework is structured in three parts:

1. Background
2. Guide on mainstreaming R2R into Sustainable Development in the Pacific
3. Pacific R2R testing and mainstreaming case studies

The lessons learned framework also intends to operationalize recommendation number 4 of the UNDP commissioned independent Mid Term Review mission which states that "*the RPCU in collaboration with national agencies should: (i) map existing national (and regional) sustainable development planning processes (including SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.*

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*climate change adaptation and disaster risk reduction and across all sectors) and related current activities; (ii) identify immediate, short- and medium-term opportunities for mainstreaming R2R approaches into these frameworks; (iii) develop a clear and coherent approach to deliver mainstreaming needs into these frameworks, prioritising immediate opportunities based on existing scientific/ technical knowledge and practical experience (without waiting for IDAs or SoCs); (iv) discourage activities that result in the development of new or parallel "strategic frameworks for R2R" or R2R planning mechanisms or frameworks, and instead build on existing processes; and (v) consider how the intended functions of "inter-ministerial committees" (as per the Project Document) fit with existing planning and coordination processes and governance arrangements and identify measures to deliver IMC functions by, as far as possible, building on existing governance structures and processes and building new ones only where clearly needed. In addition, as building blocks for assessing and determining option/s for mainstreaming R2R, this consultancy should also analysis previous related investments (recommendation number 2 of the MTR mission) and assess linkages with other national activities and processes (recommendation number 3 of the MTR mission). Refer to **Annex 2** of this ToR – SPC management response to the recommendations of the MTR mission.*

Ultimately it is anticipated that this consultancy will inform and provide basis for overall knowledge products of the GEF Pacific Ridge to Reef Program. Thus, ensuring alignment and coherence with the “Pacific Regional Ridge to Reef programmatic framework for development and compilation of lessons learned” and its corresponding guidelines (**Annex 3**).

Responding to this recommendation and in view of the foregoing, the SPC-RPCU deemed it appropriate and necessary to commission a consultant that will assess opportunities for wider application of Ridge to Reef approach, and determine options for appropriately and effectively mainstreaming R2R which in turn would contributes towards climate resilient and inclusive socio-economic development.

Scope of the Consultancy Work

This consultancy has a two-pronged objective:

1. Document various national and regional¹ (Pacific Region) sustainable development planning processes, strategic frameworks and related activities, and determine avenues or entry points for effective national R2R mainstreaming; and
2. Develop a simple guide for mainstreaming R2R in the Pacific Region to be presented at the Regional Investment Planning Forum.

Objective 1 of the consultancy

First, the consultancy will perform scoping missions aimed to document the present sustainable development planning processes, strategic frameworks, and related activities. The consultant will work on two identified countries per sub-regions in the Pacific, i.e. Micronesia (Palau and FSM), Melanesia (Fiji and Vanuatu) and Polynesia (Samoa and Tuvalu) were identified by RPCU that would serve as case-study sites.

Facilitated by the national IW R2R and the STAR R2R project managers, and using pre-determined/agreed assessment framework, the consultant will document and assess national sustainable development planning processes, strategic frameworks, and other major related activities, which could serve as entry points for mainstreaming R2R.

¹ There are 4 main pillars in sustainable development agreed by Pacific Leaders and reflected in their past Communiqués and regional architectural platform “Pacific Plan”, and the latest or current “Framework for Pacific Regionalism, namely:- economic growth, sustainable development, good governance, and security. These are designed to facilitate growth and development progress. These and other emerging sustainable development priorities must guide this consultancy.

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Specifically, the documentation and corresponding assessments shall include (but not limited to) the following focal areas:

Assessment focal areas	Suggested methodological approach
<p>Building on the efforts of the national projects in documenting or reviewing lessons learned and best practice from previous separate IWRM and ICM investments considering current realities and opportunities, with the objective of deriving further lessons learned, particularly regarding impact, upscaling and sustainability, and opportunities for mainstreaming R2R into national planning and policies (MTR Recommendation number 2)</p>	<p>Collection, collation and analysis of available information; key informant interviews and/or focus group discussion/s with relevant government agencies, and stakeholders such as but not limited to non-government organizations (NGOs)/ Civil Society Organization (CSOs), Private sector, and communities</p>
<p>Document linkages to and relationships with other relevant projects and activities, and ensure that activities and outputs are coherent and contributes to mainstreaming R2R (MTR Recommendation number 3)</p>	<p>Desk review of available information; key informant interviews and/or focus group discussion/s with relevant government agencies, and stakeholders such as but not limited to NGOs/ CSOs, Private sector, and communities</p>
<p>National (and regional) sustainable development planning processes (including climate change adaptation and disaster risk reduction and across all sectors), strategic resource governance frameworks (especially land ownership), policies, and related activities (MTR Recommendation number 4)</p>	<p>Desk review of available information; key informant interviews and/or focus group discussion/s with relevant government agencies, and stakeholders such as but not limited to NGOs/ CSOs, Private sector, and communities</p>
<p>Identify immediate, short- and medium-term opportunities for mainstreaming R2R approaches into these frameworks (MTR Recommendation number 4)</p>	<p>Available document and on-site review, analysis and presentation of preliminary findings to the relevant stakeholders</p>
<p>Develop a clear and coherent approach to deliver mainstreaming needs into these frameworks, prioritizing immediate opportunities based on or building on existing scientific/ technical knowledge, practical experience and process. Of particular attention is to make an assessment on the feasibility in the application of the Theory of Change/ Science to Policy Continuum approach being promoted by the Regional IW R2R project (Annex 4). (MTR Recommendation number 4)</p>	<p>Available document and on-site review, analysis and presentation of the preliminary findings to the relevant stakeholders</p>
<p>Consider how the intended functions of "inter-ministerial committees" fit with existing planning and coordination processes and governance arrangements and identify measures to deliver IMC functions by, as far as possible, building on existing governance structures and processes and building new ones only where clearly needed (MTR Recommendation number 4)</p>	<p>Available document and on-site review, analysis and presentation of the preliminary findings to the relevant stakeholders</p>

The abovementioned focal areas (along with the other agreed themes during the inception) will preferably be assessed or dissected based on (but not limited to) the Success Factors of the Capacity Works. These success

factors are Strategy, Steering, Cooperation, and Processes. The assessment framework to be used will be established and agreed upon during the inception phase of this consultancy.

It should be understood that one country mission shall be done per country for efficiency purposes. This means that the validation and possibly presentation of the findings shall be held by the consultant prior to leaving the country.

Objective 2 of the consultancy

Building on the results of the assessment from the six-case study sites, the consultant shall develop a simple guide for effectively mainstreaming R2R in the Pacific. The “Pacific Regional Ridge to Reef programmatic framework for lessons learned” including those that will be agreed upon during the inception phase of this consultancy, shall serve as guide in crafting the “Simple guide for effectively mainstreaming R2R in the Pacific” document.

Expected Outputs and milestones

At the end of this consultancy, the consultant shall submit a **consolidated consultancy report** following the template provided by the RPCU. Three important annexes of this consolidated consultancy report will complete the reportorial requirement of the consultant, namely:

1. Annex 1: Complete documentation of various national (and regional) sustainable development planning processes, strategic frameworks, and related activities, including results of assessments for effectively mainstreaming R2R. Following the agreed assessment framework, the assessment should highlight the appropriate mainstreaming strategy, the appropriate steering platform upon which the mainstreaming shall take place, specify cooperation landscape and corresponding processes necessary and appropriate for mainstreaming R2R at the case study sites, and ultimately in the Pacific Region.
2. Annex 2: A simple guide for mainstreaming R2R in the Pacific Region document. Based on the results of documentation and assessment of the case-study sites, a “framework document” or a simple guide for mainstreaming R2R in the Pacific Region shall be formulated. The guide will at the minimum indicate how to effectively mainstream R2R in the Pacific Region precisely indicating the strategic approach, steering requirement, cooperation and institutional landscape, and appropriate processes, including necessary conditions, assumptions and risks.
3. Annex 3: Powerpoint presentation slides on both annexes 1 and 2. The consultant may be invited to participate in the Pre-Regional Investment Forum or Regional Investment Forum to be organized by the SPC-RPCU. An optional budget quotation can be included in the financial bid of the consultant to indicate the estimated costs for attending such forum (i.e. professional fee for participating such forum).

Institutional Arrangements

The consultant will be directly responsible to, reporting to, seeking approval/acceptance of output from **Mr. Samasoni Sauni**, Regional Program Coordinator of the Regional International Waters Ridge to Reef (IW-R2R) project in close consultation with appropriate RPCU staff, namely:

- Communications and Knowledge Management Adviser (CKMA) for alignment of the outputs of this consultancy with the programmatic framework for the compilation and development of lessons learned for the Pacific R2R Programme; and
- Project Science Leader (PSL) concerning the Science to Policy Continuum application to the pilot countries
- Country Coordination, Monitoring and Evaluation Adviser (CCMEA) for ensuring fulfilment of the development results expected under this consultancy.

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Duration of the Consultancy

The entire consultancy shall be carried out for a **maximum of 60-days (and not to exceed total budget of USD45,000) within the period September 2020 to January 2021**. The consultant may be invited to present the results or highlights of the consultancy at the pre-regional investment forum or during the “virtual/remote” Regional Steering Committee (RSC) meeting in the fourth quarter of 2020 and/or during the Regional Investment Forum sometime in June or July 2021.

Below is the indicative time frame of this consultancy. This suggested timeline will be enhanced and finalized during the inception phase.

Indicative schedule ²	Suggested activity
September 2020	<ul style="list-style-type: none"> • Inception phase • Preparation and coordination with the project managers in the case-study sites • Gathering of secondary information • Desk review of the secondary information
October 2020	<ul style="list-style-type: none"> • Visit to Palau and FSM
October - November 2020	<ul style="list-style-type: none"> • Visit to Vanuatu, Tuvalu, Fiji, and Samoa
November 2020	<ul style="list-style-type: none"> • Scoping and consultations with regional stakeholders (i.e. CROP agencies, etc.) • Possible attendance to the “virtual/remote” Regional Steering Committee meeting. Maybe requested to present the preliminary findings and initial results during the RSC meeting aimed at drawing initial feedback from the RSC members on the direction for which the Simple Guide will focus on.
December 2020 - January 2021	<ul style="list-style-type: none"> • Report writing
January 2021	<ul style="list-style-type: none"> • Submission of consolidated report and corresponding annexes

Competencies/ Qualifications of the Consultant

The consultant should not only have the following expertise but also have substantial operational experience in providing technical assistance in spatial and development planning. Specifically, the consultant must:

- be a PhD in environmental science, or environmental planner, or environment and natural resource management, or natural resource governance;
- have at least 15 years of track-record and experience in providing technical advice on environmental governance and can provide evidence of its involvement in projects that promotes either of the following approaches: Ridge to Reef approach or Integrated Ecosystems Management (IEM), or Integrated Watershed/ Water Resources Management (IWRM);

² Dependent on the lifting of the COVID-19 travel restrictions. Otherwise, this will greatly be a desk-study with support from the participating countries in the 3-subregions of the Pacific (Micronesia-Melanesia & Polynesia). SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.

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- show evidence or sample of its work pertaining to spatial and development planning (e.g. has authored/co-authored resource management plans, draft resource management policies and issuances).
- have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector.
- have prior experience working on the Ridge to Reef or environmental governance projects is preferred.

Competencies and Technical proposal evaluation grid

Documents or applications received by the SPC procurement unit shall be evaluated based on the criteria enumerated below.

Candidate competencies

Basis for shortlisting of the consultants based on competencies and qualifications.

Criteria	Score Weight (%)	Total Obtainable Score (Points)
PhD in environmental science, or environmental planner, or environment and/or natural resource governance	30%	30
have at least 15 years of track-record and experience in providing technical advice on environmental governance and can provide evidence of its involvement in projects that promotes either of the following approaches: Ridge to Reef approach or Integrated Ecosystems Management (IEM), or Integrated Watershed/ Water Resources Management (IWRM)	30%	30
show evidence or sample of its work pertaining to spatial and development planning (e.g. has authored/co-authored resource management plans, draft resource management policies and issuances)	20%	20
have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector	10%	10
have prior experience working on the Ridge to Reef or environmental governance project/s is preferred	10%	10
Total Score	100%	100
Qualification Score	70%	70

The technical proposal of those candidates obtaining minimum score of 70 points would be included in the shortlist.

Once a candidate is shortlisted, the candidates will be assessed afresh using the criteria below. These criteria will serve as bases for the final selection and ranking.

Evaluation grid	Score weight (%)	Total score obtainable (Points)	Minimum score required (Points)
Technical evaluation grid	70%	70	49
Financial evaluation grid	30%	30	21
Total	100%	100	70

Technical evaluation grid

Criteria	Score Weight (%)	Total Obtainable Score (Points)
Completeness Technical proposal with annexes to substantiate the experience of the candidate or showing examples of its work similar to this consultancy	40%	40
Overall quality of the technical proposal <ul style="list-style-type: none"> - Methodological approach - Clear deadlines of the expected outputs - Feasible schedule of field activities/country visits, inception, briefing, debriefing - Presentation of the results to various stakeholders - ... 	50%	50
Optional <ul style="list-style-type: none"> - Attendance to the Pre-Regional Investment Forum - Attendance to the Regional Investment Forum - ... 	10%	10
Total Score	100%	100
Qualification Score	70%	70

Only those technical proposals that obtained a minimum of 70 points would be considered for the financial evaluation grid.

With the complexity and the limited budget of this consultancy, it is important that the consultant should at least obtain a minimum accumulative score of 70 points for both technical and financial evaluation grid to be considered. This is to ensure quality of the technical outputs and ensure value for money.

Scope of Bid Price and Schedule of Payments

Milestone/output	Deadline	% payment
Complete documentation of various national (and regional) sustainable development planning processes, strategic frameworks, accepted by SPC		
Upon submission of guide accepted by the SPC		
Completion of presentation on the documentation and guide.		
participate in the Pre-Regional Investment Forum or Regional Investment Forum		

Annexes to the TOR

Annex 1 – Pacific Regional Ridge to Reef programmatic framework for lessons learned

Annex 2 – SPC Management response to the recommendations of the Mid-Term Review mission

Annex 3 – Guidelines for documentation of lessons learned (to be provided by CKMA)

Annex 4 – Revised Strategy on IDAs and SoCs (Theory of Change) – RSTC5 WP4 dated July 17, 2019. This is also referred to as the Science to policy continuum

All relevant documents and references to the Regional IW R2R project can be obtained from the website <https://www.pacific-r2r.org/>

ANNEX II
Technical Proposal Submission Form (Form A)
**Request for Quotation- Consultancy to develop a Framework Document for effectively
mainstreaming Ridge to Reef for Sustainable Development in the Pacific Region: A simple guide.**

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details if applicable.	

PART B – Qualifications (please provide your CV)

CRITERIA	RESPONSE BY BIDDER
PhD in environmental science, or environmental planner, or environment and/or natural resource governance	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
Have at least 15 years of track-record and experience in providing technical advice on environmental governance and can provide evidence of its involvement in projects that promotes either of the following approaches: Ridge to Reef approach or Integrated Ecosystems Management (IEM), or Integrated	

Watershed/ Water Resources Management (IWRM)	
Show evidence or sample of its work pertaining to spatial and development planning (e.g. has authored/co-authored resource management plans, draft resource management policies and issuances)	
have more than 10 years of experience in employing various participatory techniques and tools in moderating multi-stakeholder planning, consultation meetings, assessment, workshops, seminars and conferences under the environment and natural resources sector	
have prior experience working on the Ridge to Reef or environmental governance project/s is preferred	

ANNEX II
Financial Proposal Submission Form (Form B)
Request for Quotation- Consultancy to develop a Framework Document for effectively mainstreaming Ridge to Reef for Sustainable Development in the Pacific Region: A simple guide.

- ❖ The entire consultancy shall be carried out for a **maximum of 60-days (and not to exceed total budget of USD45,000) within the period August to December 2020.**

Part A: Declaration

1. The undersigned consultant propose and agrees if this proposal is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, consultant represents that; he/she has examined all the RFQ documents to provide the required services in Annex I to the Ridge to Reef Project.
3. Contractors agree to complete the services for the following price (VIP) :

Particulars	Amount (EURO)
Fees (daily rate or per month)	
Travel related costs (if any)	Travel will be arranged by SPC covering DSA and Airfares (economy class) only, if and when required (Dependent on travel restrictions).
Cost to participate in the Pre-Regional Investment Forum or Regional Investment Forum (exclude Airfare and DSA)	
Any other costs	
Total financial offer (inclusive of all taxes)	

Print name and sign

Date

Title_____

ANNEX III

SPC GENERAL CONTRACT CONDITIONS

1. LEGAL STATUS

The Contractor has the legal status of an independent contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC.

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 person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

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

6. SUB-CONTRACTING

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

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

9.3 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 provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. 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. In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

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.

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Country office: Honiara, Solomon Islands.

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

16. TERMINATION

1.1 Either party may terminate this contract for cause, in whole or in part, with thirty days' written notice 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.

1.2 SPC reserves the right to terminate without cause this Contract, at any time with fifteen days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

1.3 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.

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

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

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. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

20.1 CHILD LABOUR

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.

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

20.2 HUMAN RIGHTS

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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.

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).

To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

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

20.3 GENDER EQUALITY AND SOCIAL INCLUSION

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

20.4 ENVIRONMENTAL RESPONSIBILITY

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.