



# REQUEST FOR QUOTATION (RFQ)

## FOR SERVICES

<b>Project Title:</b>	Pacific Organic Learning Farm Network Project
<b>Nature of the services</b>	Consultancy - Mid Term Review of the Pacific Organic Learning Farms Network consultancy
<b>Location:</b>	Fiji, Solomon Islands, Tonga, Nauru
<b>Date of issue:</b>	24/01/2024
<b>Closing Date:</b>	6/02/2024
<b>SPC Reference:</b>	RFQ 24-6148

## Contents

<b>PART 1: INTRODUCTION .....</b>	<b>3</b>
1.1 ABOUT THE PACIFIC COMMUNITY (SPC)	3
1.2 SPC'S PROCUREMENT ACTIVITIES	3
1.3 SPC'S REQUEST FOR QUOTATION (RFQ) PROCESS	3
<b>PART 2: INSTRUCTIONS TO BIDDERS .....</b>	<b>3</b>
2.1 BACKGROUND	3
2.2 SUBMISSION INSTRUCTIONS	3
2.3 EVALUATION & CONTRACT AWARD	4
2.4 KEY CONTACTS	4
2.5 KEY DATES	4
2.6 LEGAL AND COMPLIANCE	4
2.7 COMPLAINTS PROCESS	5
<b>PART 3: TERMS OF REFERENCE .....</b>	<b>6</b>
A. BACKGROUND/CONTEXT	6
B. PURPOSE, OBJECTIVES, SCOPE OF SERVICES	7
C. TIMELINES	8
D. REPORTING AND CONTRACTING ARRANGEMENTS	9
E. SKILLS AND QUALIFICATIONS	9
F. SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS	9
G. ANNEXES TO THE TERMS OF REFERENCE	10
<b>PART 4: PROPOSAL EVALUATION MATRIX.....</b>	<b>11</b>
4.1 COMPETENCY REQUIREMENTS & SCORE WEIGHT	11
<b>PART 5: PROPOSAL SUBMISSION FORMS .....</b>	<b>12</b>

## Part 1: INTRODUCTION

### 1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation of the Pacific region, established by treaty in 1947 with the signing of the *Agreement Establishing the South Pacific Commission* (the Canberra Agreement).

Our unique organisation covers more than 20 sectors and is renowned for knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience and conservation of plant genetic resources for food security.

For more information about SPC and the work that we do, please visit our website: <https://www.spc.int/>.

### 1.2 SPC's procurement activities

SPC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Policy.

For further information or enquiries about SPC's procurement activities, please visit the procurement pages on our website: <https://www.spc.int/procurement> or email: [procurement@spc.int](mailto:procurement@spc.int)

### 1.3 SPC's Request for Quotation (RFQ) Process

At SPC, procurement valued at more than EUR 2,000 and less than or equal to EUR 45,000 requires an evaluation of at least three quotations to determine the offer that provides the best value for money through a Request for Quotation (RFQ) process.

This RFQ sets out SPC's requirements for a project and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information.

Your participation confirms your acceptance of SPC's conditions of participation in the RFQ process.

## Part 2: INSTRUCTIONS TO BIDDERS

### 2.1 Background

SPC invites you to submit a quotation to deliver the services as specified in [Part 3](#).

SPC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

### 2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [timocin@spc.int](mailto:timocin@spc.int) and with the subject line of your email as follows: **Submission RFQ 24-6148 – POLFN Mid-term review**. The email should also be copied to [rfq@spc.int](mailto:rfq@spc.int).

The supporting documents expected in this RFQ are:

- [The Conflict-of-Interest Declaration form](#) completed
- Part 5 – Bidders application form, technical proposal form, financial proposal form, Integrity form

- CVs of all specified personnels
- Business registration certificate if available

Your submission must be clear, concise and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by **11.59pm Fiji time on 6/02/2024**.

### 2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

SPC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of SPC.

In the event of a bid being accepted, procurement will take place under SPC's [General Terms and Conditions of Contract](#) and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

### 2.4 Key Contacts

Please contact SPC should you have any doubt as to what is required or if we can help answer any questions that you may have.

Timoci Nakalevu will be your primary point of contact for this RFQ and can be contacted at [timocin@spc.int](mailto:timocin@spc.int). You should copy any communications into [rfq@spc.int](mailto:rfq@spc.int).

Details will be kept of any communications between SPC and bidders. This assists SPC to ensure transparency of the procurement process. While SPC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, SPC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the services.

### 2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
<b>RFQ sent to potential vendors</b>	24/01/2024
<b>RFQ Closing Date</b>	6/02/2024
<b>Award of Contract</b>	8/02/2024
<b>Commencement of Contract</b>	12/02/2024
<b>Conclusion of Contract</b>	10/04/2024

### 2.6 Legal and compliance

**Confidentiality:** Unless otherwise agreed by SPC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and

any related documents as confidential. SPC will also treat the information it receives from the bidders as confidential.

**Conflict of interest:** Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFQ process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to SPC [the Conflict-of-Interest Declaration form](https://spc.int/procurement) available on our procurement page website: <https://spc.int/procurement>.**

Breach of this requirement can result in SPC terminating any contract with a successful bidder.

**Currency, validity, duties, taxes:** Unless specifically otherwise requested, all proposals should be in bidders' local currency and must be net of any direct or indirect taxes and duties, and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

**No offer of contract or invitation to contract:** This RFQ is not an offer to contract or an invitation by SPC to enter into a contract with you.

**Privacy:** The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ. SPC will handle any personal information it receives under the RFQ in line with its [Privacy Policy](#), and the [Guidelines for handling personal information of bidders and grantees](#).

**Warranty, representation, assurance, undertaking:** The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any contract which may (or may not) follow on from this RFQ process.

## 2.7 Complaints process

Bidders that consider they were not treated fairly during any SPC procurement process may lodge a protest. The protest should be addressed to [complaints@spc.int](mailto:complaints@spc.int). The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

## Part 3: TERMS OF REFERENCE

### A. Background/context

The Pacific Community (SPC) through the Pacific Organic and Ethical Trade Community (POETCom) and the Kiwa Initiative is implementing the Pacific Organic Learning Farm Network – Agro ecology and agro forestry for climate resilience [OLFN] project.

Pacific Organic and Ethical Trade Community (POETCom), housed within the SPC is the peak body of the organics movement in the Pacific, membership is broad based and multisectoral with representation from organic farmers, farmer organizations, traders, Governments, academic and research institutions, NGOs, private sector businesses and regional technical support agencies such as FAO and SPC. POETCom advocates at the international level on issues that impact on the development of organics in the Pacific and at regional and national levels for the promotion and development of organics to reach the vision. POETCom developed and manages the Pacific Organic Standard and the Pacific Organic Guarantee Scheme

The Pacific Organic Learning Farms Network is funded under the Kiwa Initiative: Nature-based solutions for climate resilience is aimed at strengthening the climate change resilience of Pacific Island ecosystems, communities, and economies through Nature-based Solutions (NbS) by protecting, sustainably managing, and restoring biodiversity. It is based on an easier access to funding for climate change adaptation and NbS for local, national authorities, civil society and regional organisations of Pacific Island countries and Territories including the three French overseas territories. The Initiative is managed by the Agence Française de Développement (AFD), and funded by the European Union, AFD, Global Affairs Canada, Australian Government Department of Foreign Affairs and Trade (DFAT) and New Zealand Ministry of Foreign Affairs and Trade (MFAT).

The Pacific Organic Learning Farm Network – Agro ecology and agro forestry for climate resilience project is a four-year project (2021 to 2025) implemented in Fiji, Nauru, Tonga, and Solomon Islands, with opportunities for exchange and learning components with Wallis and Futuna, New Caledonia, and French Polynesia in collaboration with the European Development Fund 11 PROTEGE project implemented by the Pacific Community.

The overall objective of the project is the development of organic farming systems for food security, climate change adaptation, and biodiversity conservation to strengthen resilience of smallholder producers through the establishment of a network of Organic Learning Farms (OLFs). These organic farms will demonstrate the best organic and agroecological production methods, with a focus on enhanced biodiversity, that can be adopted by smallholder producers. These farms will demonstrate the benefits of biodiversity, agro ecology, agro forestry and organic production methods and technologies for climate resilience.

Current project context:

Since the inception of the project, the POLFN team has conducted scoping missions within the countries to establish its relationships with the respective line ministries as well as recruit in-country coordinators to support the implementation of the project.

The POLFN team has also worked on revising the Tool for Agroecological Performance Evaluation (TAPE) to the Pacific context. TAPE as an evaluation tool will be used by the project to track the performance of the Pacific farms as they transition from their current status through to the agroecological stage.

A Call for Expression of Interest to be organic learning farms was advertised in late 2022 and after a thorough selection process, 7 learning farms were selected, 2 from Tonga, Fiji and Solomon Islands while 1 was engaged in Nauru.

The project has started on the collecting of key baseline information on each learning farm using the TAPE tool carbon assessment and Geographical Information System (GIS) mapping. The results from the baseline assessments will be used in transitioning 7 learning farms to a stage of agroecological preparedness for trainings to a 'first circle of farmers' in their geographical area. A call for expression of interest to be included in the 'first circle farmers' has also been advertised. The objective is to get in 100 interested farmers engaged in Solomon Islands, Fiji and Tonga, while 40 farmers are targeted for Nauru due to its land size and population.

## **B. Purpose, objectives, scope of services**

### **Purpose**

The main purpose of this assignment is to formulate a credible and independent judgement on the key questions and review and situate the project's performance to date in responding to the project objectives and results (mentioned in the logical framework) taking into account the project governance mechanism in which it operates and making practical recommendations based on the projects' overall progress against the outputs (in the logframe), assessing coherence across the outputs and their combined contribution to achieving the objectives of the project.

### **Key Evaluation Questions**

- i. Relevance: Is the design of the project (activities) suitable and relevant in the current context?
- ii. Effectiveness: Is the project progressing towards its intended outcomes at a proper pace (at the country and regional levels)?
- iii. Efficiency: What were the key barriers and challenges which affected progress over the project to date? Has the project operated in an efficient way?
- iv. Impact: Is the project contributing to the longer-term positive change for organic agriculture and farming. What could we do differently in the frame of the project implementation period and on the longer term?
- v. Sustainability: Is the project model equipped to build the capacity and ownership of key stakeholders (at the country and regional levels)? Is the project suited well in contributing to more environmentally sustainable agriculture production at different levels? What could we do differently?

An indicative (non-exhaustive) list of specific topics that the reviewer is invited to include in the assignment:

- The relevance and cost-effectiveness of the tools and methods used (baseline assessment, learning farms /circle of farmers) to drive agricultural changes.
- The feasibility to reach objectives defined in the 3rd component as regards to sustainability and economic aspects/markets within the project period.

- The capacity to follow the donor requirement in terms of administrative/financial aspects and especially the procurement guidelines.
- The regional cooperation component of the project (including links with OCTs, which is one of the OLF project objectives)
- The project contribution to climate change adaptation
- The project contribution to enhancing gender equality and social and disability inclusiveness.
- Analyse the current links between the OLF project and the POETCom, and the capacity to clearly monitor the specific contribution of the Kiwa project?

### **Scope of work**

The consultant will be responsible for the following tasks:

- Conduct a detailed evaluation (using best practice and social inclusion principles) in consultation with relevant key stakeholders (project team, senior management, relevant SPC staff, donor, beneficiaries, etc) ensuring alignment with overall project objectives, funding, log frame, reporting requirements and workplans.
- Review of the internal governance mechanism and processes followed for POLFN project, such as the committees, national project coordination and the link to regional project coordination and suggest ways to streamline this.
- Undertake a MEL Mid-Term assessment followed by a lesson learnt workshop which includes findings (not limited to) assessment of progress, achievements, challenges, lessons learnt and recommendations, as well as an update of the project's log frame. Specific attention should be given to the feasibility of the practical recommendations within the project's time frame and at each country and regional scale.
- Final assessment against the MEL framework with a detailed report produced clearly outlining project achievements against the framework and overall log frame and budget.

Deliverables:

The consultant will deliver the following outputs:

- Detailed work Plan – This will outline the scope and methodology to be used to assess the project and the process for information collection and analysis, key timelines, a consultation schedule which includes field missions.
- Draft mid-term review report and field mission reports: Mid-term assessment against the framework and with clear summary of the review outcomes. Must include an executive summary and key recommendations.
- Mid-term review Lessons learnt workshop Report.
- Updated POLFN M&E framework document.
- Final Report of the mid -term review and a summary of the key recommendations. This should include consideration and incorporation of feedback from SPC, Kiwa Secretariat and other relevant stakeholders.

### **C. Timelines**

This contract will be for at least 37 days effective from 12<sup>th</sup> February 2024.



## D. Reporting and contracting arrangements

The consultant will operate both in-country field missions to each 4 countries preferably and also virtually reporting directly to the POLFN project manager and work closely with the Review Reference Group members (KIWA Secretariat, POETCom Coordinator, POETCom MEL officer, Acting Programme Leader Markets for Livelihoods). Direct communication between the consultant and SPC POLFN Project Manager is expected.

Should there be a need to travel for the carrying out of the assignment, SPC will make all arrangements following the SPC Travel policy and processes.

*[It is to be noted that SPC does not insure consultants for their travel or health, professional indemnity or any other risks or liabilities that may arise during the assignment/consultancy (this includes any subcontractors or associates the consultant may hire). SPC is also not responsible for any arrangements or payments related to visas, taxes or duties for which consultant may pay]*

## E. Skills and qualifications

### Education

- Degree or advanced degree in relevant field(s) related to project management, monitoring evaluation and learning, or social development.

### Experience

- Minimum of 10 years professional experience in monitoring and evaluation, with extensive experience in undertaking multi-donor evaluation and reviews preferably in gender and / or agricultural value chain – related international development programs and climate change adaptation.
- Extensive experience in strategic planning and performance measurement including indicator selection, target setting, database management and developing monitoring plans.
- Demonstrated knowledge of research and evaluation methodologies (qualitative and quantitative) and data collection and analysis methodologies.
- Demonstrated experience with doing similar work on large projects / programs in the Pacific region.
- Good facilitation skills and stakeholder consultation experience in culturally sensitive environment

## F. Scope of Bid Price and Schedule of Payments

The contract will be lump sum based in line with the successful bidder's financial proposal. The payment will be made in accordance with the following schedule:

<b>Milestone/deliverables</b>	<b>Deadline</b>	<b>% payment</b>
Mid Term Review Plan	16 <sup>th</sup> February	10%
Draft Mid-term Review Report	27 <sup>th</sup> February	25%
Mid-term Lessons learnt workshop report	8 <sup>th</sup> March	20%
Updated POLFN M&E framework document.	12 <sup>th</sup> March	25%
Final Mid Term Review Report	22 <sup>nd</sup> March	20%
<b>TOTAL</b>		<b>100%</b>

## **G. Annexes to the Terms of Reference**

These documents will be provided to successful contractor upon signing of the contract:

- OLF Project final concept note
- Updated log frame
- Job descriptions of the Project Management Unit and the 4 country coordinators
- Reports produced from country coordinators
- semi-annual progress reports to AFD
- Presentation of project governance at regional and national levels
- OLF project regional meeting notes (on workplans)
- (provisional) Workplans for each site
- Indicative list of organisation/contacts to be met

## Part 4: PROPOSAL EVALUATION MATRIX

### 4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
<b>Mandatory requirements</b> <b>Conflict of interest form</b> <b>Bidders letter of application</b> <b>Technical proposal form</b> <b>Financial proposal form</b> <b>CV</b>		<b>Mandatory requirements.</b> Bidders will be disqualified if any of the requirements are not met
<b>Technical requirements</b>		
<b>Technical requirement 1:</b> Degree or advanced degree in relevant field(s) related to project management, monitoring evaluation and learning, or social development.	20%	140
<b>Technical requirement 2:</b> Minimum of 10 years professional experience in monitoring and evaluation, with extensive experience in undertaking multi-donor evaluation and reviews preferably in gender and / or agricultural value chain – related international development programs and climate change adaption	20%	140
<b>Technical requirement 3:</b> Extensive experience in strategic planning and performance measurement including indicator selection, target setting, database management and developing monitoring plans.	20%	140
<b>Technical requirement 4:</b> Demonstrated knowledge of research and evaluation methodologies (qualitative and quantitative) and data collection and analysis methodologies	20%	140
<b>Technical requirement 5:</b> Demonstrated experience with doing similar work on large projects / programs in the Pacific region.	10%	70
<b>Technical requirement 6:</b> Good facilitation skills and stakeholder consultation experience in culturally sensitive environment	10%	70
<b>Total Score</b>	<b>100%</b>	<b>700</b>

## Part 5: PROPOSAL SUBMISSION FORMS

### BIDDER'S LETTER OF APPLICATION FORM

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the RFP/RFQ documents, at any time;
- The statements, opinions, projections, forecasts, or other information contained in the Request for Proposal documents may change;
- The RFP/RFQ documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the RFP/RFQ documents nor the acceptance of any tender nor any agreement made subsequent to the RFP/RFQ documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the RFP/RFQ documents, or since the date as at which any information contained in the RFP/RFQ documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFP/RFQ documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded based on the Technical and Financial Components proposed.

**For the Bidder:** *[insert name of the company]*

Signature:

Name of the Bidder's representative: *[insert name of the representative]*

Title: *[insert title of the representative]*

Address: *[insert address of the bidder]*

Date: *[Click or tap to enter a date]*

## TECHNICAL PROPOSAL SUBMISSION FORM – SERVICES

### INSTRUCTIONS TO BIDDERS

The Technical Proposal Submission Form is a table that includes the technical criteria (set out in Part 4) on which bidders will be scored and allows the bidder to respond to them. This table is then used by the technical evaluation committee to score the technical proposals received.

Technical Requirements	
Evaluation criteria	Response by Bidder
<b>References</b>	
<b>Details for three references:</b>	
1. Client's name: <i>[insert name of client 1]</i>	
Contact name:	<i>[insert name of contact]</i>
Contact details:	<i>[insert contact details]</i>
Value contract:	<i>[insert value of contract]</i>
2. Client's name: <i>[insert name of client 2]</i>	
Contact name:	<i>[insert name of contact]</i>
Contact details:	<i>[insert contact details]</i>
Value contract:	<i>[insert value of contract]</i>
3. Client's name: <i>[insert name of client 3]</i>	
Contact name:	<i>[insert name of contact]</i>
Contact details:	<i>[insert contact details]</i>
Value contract:	<i>[insert value of contract]</i>
<b>Personnel:</b> <i>[insert details of the personnel/sub-contractors required]</i>	<b>Details about personnel/sub-contractors</b>
	Leads Consultant/Manager's experience: <i>[insert details about manager's experience]</i>
	Consultants' experience (if applicable & add more personnels if necessary): <i>[insert details about consultants' experience]</i>
<b>Technical requirement 1:</b>	
Degree or advanced degree in relevant field(s) related to project management, monitoring evaluation and learning, or social development.	<i>[Bidder's answer]</i>
<b>Technical requirement 2:</b>	
Minimum of 10 years professional experience in monitoring and evaluation, with extensive experience in undertaking multi-donor evaluation and reviews preferably in gender and / or agricultural value chain – related international development programs and climate change adaption	<i>[Bidder's answer]</i>
<b>Technical requirement 3:</b>	
Extensive experience in strategic planning and performance measurement including indicator selection, target setting, database management and developing monitoring plans.	<i>[Bidder's answer]</i>

<b>Technical requirement 4:</b>	
Demonstrated knowledge of research and evaluation methodologies (qualitative and quantitative) and data collection and analysis methodologies	<i>[Bidder's answer]</i>
<b>Technical requirement 5</b>	
Demonstrated experience with doing similar work on large projects / programs in the Pacific region.	<i>[Bidder's answer]</i>
<b>Technical requirement 6</b>	
Good facilitation skills and stakeholder consultation experience in culturally sensitive environment	<i>[Bidder's answer]</i>

**For the Bidder:** *[insert name of the company]*

Signature:

Name of the representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

## BIDDER’S FINANCIAL PROPOSAL

All costs indicated on the Financial Proposal should be **inclusive** of all applicable taxes.

The format shown below should be used in preparing the price schedule. All prices in the proposal must be presented in bidders’ local currency.

Particulars	Amount (STATE CURRENCY)
Professional fees	Daily rate: _____
Total professional fees (lumpsum)	
Other expenses (if any please specify)	
<b>TOTAL [State Currency]</b>	

Professional fees: Staff salaries, consultant fees and any other professional costs (with details on the level of effort of each person on the team if applicable. i.e., 50% full time, full-time, etc.).

SPC will not cover separate lines for overheads/running costs, contingencies... If these apply, the costs are to be considered in the professional fees charged for the delivery of the specific services.

SPC does not provide or reimburse insurance for consultant’s travel or health, professional indemnity or any other risks or liabilities that may arise during the consultancy (this includes any subcontractors or associates the consultant may hire). SPC is also not responsible for any arrangements or payments related to visas, taxes, or duties for which the consultant may be liable.

The Contractor’s duty station is their home country with travel. If travel is required, SPC will pay semi flexible economy airfares, meals, incidentals, and accommodation (DSA).

SPC will not cover any IT and communication equipment for the duration of the assignment. The consultant is to ensure stable internet connection for virtual interactions when necessary.

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer.

Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, considering of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

<p><b>For the Bidder:</b></p> <p>Signature: _____</p> <p>Name of the representative: _____</p> <p>Title: _____</p>
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## Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal \_\_\_\_\_ (the "**Contract**")

To: \_\_\_\_\_ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;



- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
    - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
    - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
    - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
    - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
    - 3.5 In the case of procurement of goods, works or plants:
      - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
      - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
  4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
  6. In the context of the procurement process and performance of the corresponding contract:
    - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
    - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
    - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate

within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
  - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
  - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
  - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.