



REQUEST FOR PROPOSAL

RFP No: 21-007

DATE: 17/01/2021

SUBJECT : Review of the Festival of Pacific Arts and Culture (FestPAC) Model

You are requested to submit a comprehensive proposal for the above consultancy as per the Terms of Reference set out in Annex II

To enable you to submit a Proposal, please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** *Terms of Reference for Services*
- Annex III:** Proposal submission form
- Annex IV:** Technical submission form
- Annex V:** Financial Proposal submission form
- Annex VI:** Conflict of interest declaration
- Annex VII:** SPC General Conditions depending on the nature of the Procurement (*Terms of Reference for Services*)

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

Yours Sincerely

Akhilesh Prasad
Manager- Procurement, Grant, Risk & Assets

INSTRUCTIONS TO BIDDERS

1. Submission of Proposals

- 1.1. Your proposal shall comprise the following documents:
 - a. Annex III: Proposal submission form
 - b. Annex IV: Technical Proposal submission form
 - c. Annex V: Financial Proposal submission form
 - d. Annex VI: Conflict of interest declaration
- 1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **17th February 2021 no letter than 4.00pm Fiji Time**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.
- 1.3. All proposals submitted together with all correspondence and related documents shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing an evaluation purposes.
- 1.4. All prices in the proposals must be presented in Euro and inclusive of all taxes
- 1.5. The proposal has to be in two separate sealed envelopes as follows:

- a) **Part A (Envelope 1)** should contain the Proposal Submission Form, Technical Proposal Form.
- b) **Part B (Envelope 2)** should contain the Financial Proposal Submission Form.

Both envelopes should be clearly labelled and state the appropriate parts (Part A or B) to which the proposal makes reference. The bidders must submit proposals for both Part A & Part B.

- c) The electronic submission procedures shall be:
 - i Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject;

ii Send in a second e-mail the financial proposal and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6. Proposals **must be** emailed to procurement@spc.int with the heading “RFP 21-007 **“Review of the Festival of Pacific Arts and Culture (FestPAC) Model** (Refer 1.5(c)) and can (additionally) be sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP 21-007

3 Luke Street,

Nabua

Fiji

Or

Hand Delivered to:

The Pacific Community (SPC)

Procurement Unit

3 Luke Street,

Nabua

Fiji

1.7. For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the Bidder.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the tender is provided in Table 2 below.

Table 1 : Tender timelines and due dates		
	Date	Time
Deadline for seeking clarification from SPC	3 rd February 2021	4.00 pm
Deadline for the submission of tenders	17 th February 2021	4.00 p.m.
Notification of award to the successful bidder	8 th March 2021	4.00p.m

3. Bidders' responsibilities

3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.

3.2. The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.

3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.

3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.

3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.

3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1. Bidders may submit questions and or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is *3rd February 2021*.

3.7.2. Any prospective tenders seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.

3.7.3. No clarification meeting / site visit planned.

4. One Proposal per Bidder

Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawals of Proposals

5.1. The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the Secretariat prior to the deadline prescribed for submission of Proposals. The bidder's withdrawal notice shall be sent to the email address procurement@spc.int.

5.2. No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3. No Proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of Proposals

6.1. Bidders shall be bound by their bids for a period of 120 days from the deadline for submission of proposals.

6.2. The successful bidder will be bound by his tender for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be distributed to all the bidders prior to the deadline for receipt to enable bidders to take appropriate actions.

7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. Opening and Evaluation of Proposals

8.1. The Proposals will be opened in the presence of the Tender Committee after the closing of the Tender.

8.2. To assist in the examination, evaluation and comparison of Proposals, SPC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

8.3. The Procurement Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

8.4. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Scope of Works and Technical Specifications and standards. The table also reflects the obtainable score specified for each evaluation criterion which indicates the relative significance or weight of the item in the overall evaluation process.

8.5. The technical component, which has a total possible value of 70 points, will be evaluated using the following criteria:

Evaluation Criteria, Competency Requirements	Score Weight (%)	Points Obtainable
Knowledge and experience in national and regional cultural development issues in the Pacific, including having Pacific Islanders on the team with relevant experience; and appreciation for the Regional Cultural Strategy for the Pacific	20%	140
Strong research delivery, analysis, evaluation and report writing skills	25%	175

Prior experience in undertaking similar consulting assignments, including with respect to festivals/events with similar objective(s) as the Festival of Pacific Arts and Culture (FestPAC)	20%	140
Commitment to participatory values and practice, and proven ability to successfully organize and lead interview and consultation processes at different levels, which are aligned with Pacific ways of knowing and being and utilise, where relevant, Pacific approaches and methods	20%	140
The inclusion of Pacific Islander on the team of consultants is preferred; other non-listed skills that could support an application such as 'team fit' and interpersonal skills, experience with Microsoft Office and presentation tools etc	15%	105
Total score	100%	
Qualification score	70%	

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

8.7. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

8.8. The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded maximum 30 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 30$$

8.9 No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer

8.10 Bidders will be deemed to have satisfied themselves, before submitting their tender and to its correctness and completeness, taking into account 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.

8.11 Bidders must quote by estimated number of working days against fee per day and overall prices for their tenders on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.

8.12 The price for the contract is inclusive of all taxes and is fixed and not subject to revision.

9. Award of Contract

9.1. The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Scope of Services and Technical Specifications and Standards with due consideration to SPC Procurement Policy which

includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.

9.2. 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 or any obligation to inform the affected Bidder or Bidders of the grounds for SPC's action.

9.3. SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.

9.4. Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.

10. Bidder Protest

10.1. If a bidder involved in an SPC procurement process considers he is not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2. To lodge a protest, you can email complaints@spc.int with your allegations. Your protest will need to include:

- your full contact details;
- the details of the relevant procurement;
- the reasons for your protest, including how the alleged behavior negatively impacted on your bid;
- copies of any documents supporting your grounds for protest;
- the relief that is sought.

10.3. Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

10.4. Your protest will be received in good faith and will not impact your involvement in future bids.

Review of the Festival of Pacific Arts and Culture (FestPAC) Model

Terms of Reference (TOR)

Background

1. SPC is the custodian of the Festival of Pacific Arts and Culture (FestPAC) and delivers FestPAC in collaboration with the Council of Pacific Arts and Culture (CPAC), established in 1975 to oversee the operations of the Festival of Pacific Arts.
2. The Festival of Pacific Arts has grown from the first South Pacific Festival of Arts with 1,000 participants from 20 countries to close to 2,500 participants from 24 countries. What began as a modest idea has become an institution and it is now one of the largest regional events in the Pacific. The concept of a regional festival originated in the Fiji Arts Council in 1965. At that time, many Pacific Island nations were beginning to embrace their cultural traditions as symbols of national identity. Fearing that western technologies and entertainment would tempt younger generations away from their cultural heritage, it was felt that a festival would help 'preserve and develop various local art forms, as well as provide the occasion for Pacific Islanders to meet, share and celebrate their cultural heritage.' They envisioned a festival by and for Pacific peoples; a festival built on the tradition of both sharing and passing cultural knowledge from one generation to the next. Working to facilitate this vision, the Fiji Arts Council and the South Pacific Commission (now the Pacific Community - SPC) combined their resources to host the 1st South Pacific Festival of Arts in Fiji, in 1972.¹
3. With the belief that the Pacific Region was in danger of losing its traditional art forms, the organising committee was determined to highlight cultural values inherent and important to Pacific communities. The Festival, a cultural event indigenous to the Pacific, seemed a fitting venue. The organising principles were noted in the souvenir brochure of the first Festival²:

The culture of the South Pacific is a living culture. It shows itself in dance and music, artefacts and handicrafts, in the architecture of their buildings, in their games and in their languages. These are as exciting and as varied as are the islands themselves. In the flurry and the bustle of modern living, where the speed of change has swamped much that was good, the islands remain placid, peaceful oases where lasting values still count. But even in the Pacific change is inevitable, and positive efforts are needed to prevent the age old arts from succumbing to the pervading sense of sameness that exists in much of our society, or being swamped by commercialism, or cheapened to provide facile entertainment for tourists.

We hope that this Festival will not only encourage the preservation of the best in Pacific Island culture, but that it will also serve to re-establish much that is in danger of being lost. In particular, we hope that it will re-emphasize the need for the retention of classical art forms, for the best taste, for the highest ideals and dignity. Perhaps it may also enable a recapturing of some of the old chants and dances as they were when they were originally created and in the form they were enjoyed by the peoples of the Pacific long ago³.

¹ SPC, 2012, The Festival of Pacific Arts, Celebrating 40 Years, Pacific Community, Suva.

² SPC, 2012, The Festival of Pacific Arts, Celebrating 40 Years, Pacific Community, Suva.

³ South Pacific Arts Festival, 1972, Souvenir Booklet.

Context

4. The 13th FestPAC scheduled for June 2020 was postponed to June 2021, given the risks of COVID-19 infections in the context of a mass gathering. However, the ongoing travel restrictions and border closures across the globe including in the Pacific has directly resulted in socio-economic impacts that countries worldwide including the Pacific region will take some time to recover from. Subsequently, at the 30th Meeting of the Council of Pacific Arts and Culture held on 20 May 2020, CPAC members candidly shared thoughts, views and experiences while deliberating a range of options and rich discussions for convening FestPAC, noting the importance of sustaining FestPAC.
5. The members also agreed that this is an opportune time to revisit how the Festival is delivered and how it can build on its original intent - where our art and cultural practices, languages and identity is thriving, and supported by a Festival model that is socially, culturally, environmentally and economically sustainable and generates sustained benefits for our Pacific communities.
6. At the 30th Meeting of CPAC, a number of decisions were made relating to the Festival some of which are listed below.
 - a) FestPAC 13 in Hawai‘i is now scheduled for 2024.
 - b) Hawai‘i will convene a hybrid virtual event in the interim leading up to the in person and virtual festival in 2024.
 - c) CPAC will form a FestPAC Working Group that will work alongside Hawai‘i to support the hybrid convening in 2022 and will also be tasked with leading as a start to reviewing FestPAC itself; and to lead a longer term review of FestPAC to take place in parallel to these events.
 - d) CPAC recognised that we are navigating a different COVID-19 pandemic ocean, affecting countries, nationally and sub-nationally in many different ways, that the effects will be felt for many years to come and that Festival planning must include public health related risk, control and mitigation assessments, noting that this must include assessments about public and private health services.

Purpose

7. The purpose of this terms of reference is to:
 - a) Review the FestPAC⁴ delivery model and bid process for hosting future Festivals, taking into account, the changing context and development landscape resulting from the impact of COVID-19 and other challenges.
 - b) Provide recommendations for improvement to the Festival delivery model, one that is sustainable in the long term and delivers the greatest value for Pacific countries as participants and as hosts of the event.
 - c) Recommendations for improvement to the bid process for hosting a future festival so that all member countries and territories of CPAC can have a real opportunity to host.

Scope of Work

8. The scope of work for the review covers the following:
 - a) The operational/delivery model and the associated structures and mechanisms in place at national and regional level including a focus on Health and Safety guidelines to inform planning for future FestPACs.
 - b) Development of options for a FestPAC model that: is socially, culturally, environmentally and economically sustainable; builds on its original intent; facilitates inclusive participation; and generates the greatest value for Pacific artists as well as benefits for the Pacific. In this regard, considerations should include: the Pacific Regional Culture Strategy 2020-2030 and other relevant regional policies, strategies and frameworks including in relation to youth; and how

⁴ In alignment with the Pacific Regional Culture Strategy 2020-2030.

- FestPAC can be showcased on the international stage to maximise value for Pacific artists and the benefits for the Pacific.
- c) An environmental scan and an assessment of countries in light of COVID-19 and their ability to proceed or not to proceed with the 13th FestPAC to some extent across the Pacific.
 - d) Assessment of the current bid process for hosting future FestPACs including how small island states might be able to host, and provide recommendations for members to consider.
 - e) Assessment of the successes/outcomes of the last three FestPACs against the objectives of FestPAC.
 - f) Exploration and recommendations for a new hybrid model to deliver 13th FestPAC with virtual components starting from 2022 and live components (the Festival) in 2024.
9. To deliver on this scope, the review seeks to answer the following questions:
- a) Does the FestPAC delivery model enable the greatest value (social, cultural, economic and environmental) to be achieved for the Pacific, in line with the Pacific Regional Culture Strategy 2020-2030 and other relevant regional policies, strategies and frameworks including in relation to youth? If not, what is the preferred model, and how might the benefits be realised?
 - b) What is the return on investment and what are the enduring benefits for communities, artists and practitioners and governments? How can we increase the potential for participants, including emerging practitioners and young people to benefit from FestPAC not only financially but also more broadly in terms of their careers, skills?
 - c) How does CPAC see the future of FestPAC as an implementation mechanism for the Pacific Regional Culture Strategy and how can we utilise FestPAC as a platform for driving cultural innovation across the region? What financial models might be considered for FestPAC moving forward including some options for a sustainable non-profit funding model and one which allows smaller island states to host FestPAC?
 - d) On the hybrid/virtual model, what are the implications for a hybrid/virtual convening in respect to copyright and intellectual property rights?

Outputs:

10. The following outputs are required:
- a) Methodology and Delivery Plan endorsed by SPC and FestPAC Working Group.
 - b) A document summarising the range of engagements with CPAC member countries and territories.
 - c) Iterative Reports including a final report on the Review of FestPAC including a set of key recommendations.
 - d) Completed research that leads to analysed options for a future FestPAC Delivery Model taking into account a Covid-19 environment and hybrid model for the 13th Festival and investment and financing for FestPAC.
 - e) Review of the Bid Process for future hosting of FestPAC to make it possible for small island states to consider hosting, and a set of key recommendations.
 - f) Monthly progress updates for FestPAC Working Group meetings.
 - g) Presentation of a Final Report with recommendations endorsed by the FestPAC Working Group, for consideration by CPAC.

Institutional Arrangements

11. The procurement process and contract will be issued and managed by SPC under the Supervision of the Director for Human Rights and Social Development in liaison with the FestPAC Working Group.

Table 1: Procurement Timeframe

Procurement Steps	Timeframe
Request For Proposal (RFP) process opens	18 January 2021
RFP process closes	17 February 2021
Evaluation and selection period	Between 18 February – 8 March
Successful contractor appointed	15 March 2021
Review work begins	22 March 2021

12. The substantive review work will be undertaken within an estimated 60 working day timeframe, spread over a period starting from March to no later than mid-June 2021.
13. Given the scope of work involved in the review, groups of two or more consultants with relevant and complementary skills and experience will be encouraged to submit joint proposals. It is essential that any proposal includes consultants with demonstrated experience of working in the Pacific and in undertaking similar assignments, and includes strong Pacific Island representation on the team of consultants.
14. The successful contractor/consultant(s) will be required to provide verbal update/progress reports to SPC, FestPAC Working Group and/or CPAC, on a regular basis, not less than fortnightly. The regularity of and dates for these updates/progress will be as agreed with SPC.

Constraints

15. The current travel restrictions and border closures as a result of COVID-19 will impact on the in-person delivery of this work. The Working Group in collaboration with the selected party or parties undertaking this review will need to consider a diversity of options to ensure maximum engagement of members and partners in this review.
16. The Consultant, if not based in Fiji, will be expected to do some travel to and/or within Fiji depending on the travel restrictions. Otherwise, the majority of work can be undertaken from the contractor/consultants home base e.g. desktop research and analysis, engagement with members of the FestPAC Review working group chair and CPAC members, document drafting and reporting.

Qualifications of the Successful Contractor/Consultant

17. The contractor/consultant group will be expected to demonstrate a vast set of skills and experience and in particular experience working with Pacific peoples and having strong Pacific Islands representation on the team:

Table 2: Competency Requirements

Competency Requirements	Score Weight (%)	Total Obtainable Score
Knowledge and experience in national and regional cultural development issues in the Pacific, including having Pacific Islanders on the team with relevant experience; and appreciation for the Regional Cultural Strategy for the Pacific	20%	20
Strong research delivery, analysis, evaluation and report writing skills	25%	25
Prior experience in undertaking similar consulting assignments, including with respect to festivals/events	20%	20

with similar objective(s) as the Festival of Pacific Arts and Culture (FestPAC)		
Commitment to participatory values and practice, and proven ability to successfully organize and lead interview and consultation processes at different levels, which are aligned with Pacific ways of knowing and being and utilise, where relevant, Pacific approaches and methods	20%	20
The inclusion of one Pacific Islander on the team of consultants is preferred; other non-listed skills that could support an application such as 'team fit' and interpersonal skills, experience with Microsoft Office and presentation tools etc	15%	15

18. Previous experience of working in the Pacific region is preferable and preference will be given to Pacific nationals.

Bid Price and Schedule of Milestones and Payments

19. Fees will be negotiated based on the quality of the expression of interest, work experience and ability to demonstrate capacity to deliver a quality work product within the set time frame. Fees will be paid in instalments on receipt of a detailed invoice and satisfactory achievements of milestones, in line with the table below.
20. Travel and per diem costs will be in addition to fees as per SPC's travel policy.

Table 3: Milestones & Payment Schedule

Milestones & Outputs	Indicative timeframe	% payment
Signing of contract and on-signing payment	19 March 2021	10%
Milestone 1: Finalise and present to SPC: <ul style="list-style-type: none"> methodology for the review; and the schedule of activities for the review through to completion (action plan and timeframe) 	31 March 2021	10%
Milestone 2: Initial Draft FestPAC Review Report and recommendations for feedback by SPC and FestPAC Working Group	12 May 2021	25%
Milestone 3: Second Draft Review Report for feedback by SPC, FestPAC Working Group	26 May 2021	25%
Milestone 4: Final Comprehensive Review Report and Recommendations and Presentation to CPAC	9 June 2021	20%
Debrief with SPC and FestPAC Review Working Group	Week of 14 June 2021	10%

PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: 21-007

Procurement Unit

Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services as per requirements and all other items described or mentioned or reasonably to be inferred from the Terms of Reference provided for the sum as ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgment of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal 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 Request for Proposal documents.
- **The SPC general conditions of contract are not negotiable.**

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 on the basis of the Technical and Price Components proposed.

Date this _____ day of _____, 2021.

Firm /Institution:

Signature of Witness: _____

Address of Witness: _____

Representative:

Position of Representative: _____

**Signature of
Representative:** _____

TECHNICAL PROPOSAL SUBMISSION FORM

Annex IV

PART A – Firm /Institution Background

PART A1

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax Number:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
Two contacts of referees /references of past similar projects conducted. Attach additional details as applicable.	<p>1.</p> <p>2.</p>
Legal registration of firm (attach documentation)	

PART A2 – Experience of firm /institution and ability related to the required services

		Responses By Bidder Confirming Expertise, Experience, Ability, Technical Skills And Resources To Provide Professional Services To SPC (please provide documentation to support your proposal)
1.	Knowledge and experience in national and regional cultural development issues in the Pacific, including having Pacific Islanders on the team with relevant experience; and appreciation for the Regional Cultural Strategy for the Pacific	
2.	Strong research delivery, analysis, evaluation and report writing skills	
3.	Prior experience in undertaking similar consulting assignments, including with respect to festivals/events with similar objective(s) as the Festival of Pacific Arts and Culture (FestPAC	
4.	Commitment to participatory values and practice, and proven ability to successfully organize and lead interview and consultation processes at different levels, which are aligned with Pacific ways of knowing and being and utilise, where relevant, Pacific approaches and methods	
5.	At least one Pacific Islander on the team of consultants is preferred; other non-listed skills that could support an application such as 'team fit' and interpersonal skills, experience with Microsoft Office and presentation tools etc	

FINANCIAL PROPOSAL SUBMISSION FORM

1. All costs indicated on the financial proposal should be inclusive of all applicable taxes.
2. The format shown below should be used in preparing the price schedule.

Price Schedule- Request for Proposals		
	Estimated # of Days	Amount in Euros
Professional fees related to the Terms of Reference		
Any travel costs		
Other related costs		
TOTAL		

CONFLICT OF INTEREST

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.

2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature

Date

Title _____

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. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 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.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

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

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms 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

8.1 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 obligation does not extend to actions and omissions of SPC.

8.2 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.

8.3 The obligations under this clause do not lapse upon termination of this contract.

9. FRAUD AND CORRUPTION

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission

can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 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.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 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.

10.3 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.

10.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

11. 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.

12. 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.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 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. This includes derivative works created as a result of products created pursuant to this contract.

13.2 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.

14. 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 without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

15.2 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.

16. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC 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.

16.2 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.

16.3 The Contractor is responsible for payment of their own income taxes.

17. CONFLICT OF INTEREST

17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

Child protection

18.3 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. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.4 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.

Human rights

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 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.

Gender equality and social inclusion

18.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

- (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual

nature, whether by force or under unequal or coercive conditions.

(iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 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.

Environmental responsibility

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not

appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

(i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal

consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

(ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 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.

20. 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.

21. 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.

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

22.1 Force majeure for the purposes of this contract means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. 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.

22.3 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 clause, 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.

22.4 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 clause 17 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) 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.

23.3 In the event of any termination by SPC under this clause, 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.

23.4 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.

24. SETTLEMENT OF DISPUTES

24.1 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.

24.2 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.

25. 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.

