



Request for Quotation RFQ-20/027

Date: 27/03/2020

Local consulting service to review and finalize the Green Climate Fund (GCF) Concept Note

“Increasing resilience to the health risks of climate change in the Federated States of Micronesia”

The Pacific Community (SPC), through its Climate Finance Unit (CFU), would like to invite interested individuals to submit a quotation for the provision of a local consultant in the Federated States of Micronesia (FSM), to review and finalize the GCF concept note “Increasing resilience to the health risks of climate change in FSM”, based on comments made by the GCF.

1. All interested individuals are to submit quotation providing a Technical Proposal (including a resume, a table reporting against qualifying requirements, and a short proposal on how the consultant plans to conduct the different activities with a suggested timeline) and a Financial Proposal that should be emailed to climatefinanceunit@spc.int **before the 15th April 2020**.
2. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices should be inclusive of all costs and statutory obligations.
3. All prices quoted shall be in EURO and be inclusive of all costs related to the delivery of the consultancy services to SPC and any applicable taxes.
4. The validity of quotation shall be for 120 days from the deadline for submission. There shall be no change to the quotation after it has been approved.
5. Any requests for clarification or additional information shall be directed to climatefinanceunit@spc.int

This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organisation.

TERMS OF REFERENCE
(RFQ20-027)

PROJECT TITLE: Local consulting service to review and finalize the Green Climate Fund (GCF) Concept Note “Increasing resilience to the health risks of climate change in the Federated States of Micronesia”

A. PROJECT DESCRIPTION:

Climate change is creating new risks to already burdened human health in the Federated States of Micronesia (FSM), in particular through increasing the exposure of humans to vector-, water- and food-borne diseases. Building on the National Climate Change and Health Action Plan (NCCHAP), there is a pressing need to transition from the current, highly vulnerable situation to a climate-resilient and sustainable health system with the capacity to prepare for and manage changing human health risks associated with vector-, water- and food-borne diseases over coming decades.

To do so, a GCF concept note has been co-developed by SPC, the FSM National Designated Authority (NDA) and the FSM Department of Health and Social Affairs. The project seeks to:

- (i) enhance policies, capacities and interdisciplinary collaboration to mainstream and manage these climate-sensitive health risks;
- (ii) develop integrated climate and health information systems;
- (iii) and implement on-ground adaptation interventions in priority vulnerable communities to cope with vector-, water- and food-borne diseases.

A first concept note draft has been submitted to the GCF in February 2020 and received positive feedback as well as review comments on the 3rd of March. The Simplified Approval Process (SAP) format and environmental and social risk category C have been confirmed. The proposal has been considered technically sound. However, the climate rationale and justification for GCF involvement need to be further strengthened. Additional and much more solid information on the current situation (baseline), current efforts, vulnerabilities and proposed interventions are needed.

B. SCOPE OF WORK

The objective of the consultancy is to collect needed data, engage with relevant stakeholders (including from the different States, with all available means in view of the current coronavirus situation), and revise the concept note based on the GCF comments.

The local consultant is required to conduct the following activities, in close collaboration and consultation with SPC as the Accredited Entity, the FSM NDA, and other relevant stakeholders:

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

Country office: Honiara, Solomon Islands.

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1. Background study on:
 - Climate and non-climate related socioeconomic information on vulnerabilities of FSM communities
 - Evidence of the relationship between climate change and the causation and outbreak occurrences of vector-, water- and food-borne diseases
 - Gap analysis in policies, capacities, interdisciplinary collaboration, health information systems, and vulnerable communities coping mechanisms, regarding the health impacts of climate change in terms of vector-, water- and food-borne diseases
 - Completed / on-going support or projects to address vector-, water- and food-borne diseases either as a main objective or as a co-benefit.
2. Stakeholder consultations:
 - with the NDA office (Department of Finance and Administration)
 - with the Department of Health and Social Affairs and other relevant Departments (Department of Transportation, Communication and Infrastructure, Department of Environment, Climate Change and Emergency Management, Department of Resources and Development)
 - as far as possible, with any relevant stakeholders from the different States (including communities)
3. Review of the draft concept note by addressing the comments from the GCF, including but not limited to:
 - Climate rationale (including baseline versus climate change situation) and justification for GCF involvement
 - Proposed interventions, Theory of Change and logical framework modification, as needed
 - GCF investment criteria: needs of recipient strengthening, calculation of the estimated number of direct beneficiaries of the project, operations and maintenance and exit strategy for the project
 - Budget

C. EXPECTED KEY DELIVERABLES

- a. Inception report
- b. Background study
- c. Stakeholder consultations report
- d. Concept Note reviewed (taking into account the GCF comments)

D. INSTITUTIONAL ARRANGEMENTS

The implementation of all activities in a coherent manner would be the responsibility of the consultant, under the supervision and coordination of SPC. The Climate Finance Adviser at CCES SPC (Climate Change and Environmental Sustainability programme) will supervise the assignment.

E. TIMELINE OF WORK

The consultant has to complete the work defined in the scope of services within approximately 30 to 40 working days over a period of three months from the contract's signing date.

F. DUTY STATION AND TRAVEL

The assignment will be carried out from the consultant's office in FSM but the consultant could also be hosted at the SPC Regional Micronesia Office at his/her convenience, to facilitate consultations, logistical aspects and collaboration with SPC and the FSM NDA.

G. QUALIFYING REQUIREMENTS

Education	Bachelor degree in environmental science, climate change, health issues or related field
Experience & competencies	<p>At least 5 years of professional experience in the health sector, communicable diseases and/or climate change adaptation or related field</p> <p>Sound knowledge of the institutional context in FSM</p> <p>Working experience with multi-stakeholder and multi-disciplinary consultation processes</p> <p>Previous experience in concept/proposal formulation for Climate Change Funding sources (e.g. the Green Climate Fund, Global Environment Fund or Adaptation Fund) would be an asset</p> <p>Excellent analytical and writing skills</p> <p>Attention to details and ability to think creatively</p> <p>Strong interpersonal skills and ability to work independently.</p>

H. SCOPE OF BID PRICE

- The contract payments are based on milestones of:
 - Acceptance of Progress Report by SPC and acceptance of any modifications in approach by the Consultant.
 - Acceptance of the Final concept note by SPC after any feedback and comments on the draft Final concept note have been addressed by GCF and the Consultant.
- The bidder must include all costs including professional fees, management and operating costs, travel costs, per diems and any other administrative costs in the contract price.

Milestone/output	% payment
Sign-off of contract and submission of inception report	20%
Acceptance by SPC of Progress Report	45%
Acceptance by SPC of Final report submitted	35%



ANNEX II

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

(RFP20-027)

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

The contractor shall not discriminate against any person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

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

5. ASSIGNMENT

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

6. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written

approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its

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

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

obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.



11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. On return, the equipment shall be in the

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The

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.

Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

16.1 Either party may terminate this contract for cause, in whole or in part, with thirty days' written notice to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

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

16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

17. SETTLEMENT OF DISPUTES

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

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

18. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

19. TAX EXEMPTION

19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

19.2 Accordingly, the Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

20. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

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

20.1 CHILD LABOUR The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's

health or physical mental, spiritual, moral or social development.

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

20.2 HUMAN RIGHTS

The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

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

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

20.3 GENDER EQUALITY AND SOCIAL INCLUSION

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

20.4 ENVIRONMENTAL RESPONSIBILITY

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

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

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

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