



SPREP

Secretariat of the
Pacific Regional
Environment
Programme

PROE

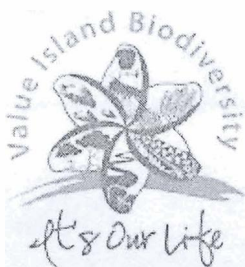
Programme régional
océanien de
l'environnement

Request for Proposals

(Section 1)

File: AP 6/4/6/1
Date: 20 October 2010
To: Interested suppliers
Contact: Ms. Esther Richards, Solid Waste Officer
EstherR@sprep.org

1. The Secretariat of the Pacific Regional Environment Programme (SPREP) has received funding from the French Development Agency toward the cost of a Regional Solid Waste Management Initiative. SPREP intends to apply a maximum of 500,000 Euros to eligible payments under the contract for which this Request for Proposals is issued.
2. SPREP now invites proposals to provide the following consulting services: Consultant to implement the Regional Solid Waste Management Initiative. The deadline for submission of proposals is 4:00pm on Wednesday 17th November 2010. Further details on the services and proposal submission procedures are provided in subsequent sections .
3. A firm will be selected based on consideration of quality and cost (SBQC) using the procedures described in this request for proposals, as required under the terms of the financing agreement between the French Development Agency and SPREP.
4. The request for proposals includes the following documents:
 - Section 1 - Request for Proposals
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Model Forms
 - Section 4 - Financial Proposal - Model Forms
 - Section 5 - Terms of Reference
 - Section 6 - Model Form of Contract



Yours sincerely,


Kosi Latu
Acting Director

REQUEST FOR PROPOSALS

Lump-Sum Payment Contract

Project Name:

Regional Solid Waste Management Initiative for the Pacific

Funding # CZZ 3054 03B

Donor Agency:

Agence Française de Développement

Implementing Agency:

Secretariat of the Pacific Regional Environment Programme

Title of Consulting Services:

Technical Expert to Implement the Regional Solid Waste Management Initiative

Duration of Consultancy:

48 months

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Section 2. Instructions to Consultants

- 1. Introduction**
- 1.1 The Secretariat of the Pacific Regional Environment Programme (hereinafter called ‘Client’) will select a consulting firm/organization (the Consultant) from eligible proposals received, in accordance with the method of selection based on quality and cost (SBQC).
- 1.2 All interested Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment as detailed in the Terms of Reference. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.5 The French Development Agency (hereinafter called ‘the Agency’) only finances projects subject to its own conditions, which are set out in its financing agreement. No legal relationship exists between the Agency and any person other than the beneficiary of the financing. The Agency may be led to suspend or definitively terminate disbursements in the context of the project, without the Consultants being informed beforehand and without their being entitled to claim from the Agency any direct legal right to the amounts which, as the case may be, originate from such financing. The Consultants shall alone assume the possible consequences of unpaid amounts and disputes which may arise in the context of their relations with the beneficiary of the financing. Any communications which may be exchanged by any person other than the beneficiary of the financing and the Agency in the context of a project do not constitute, and shall not be interpreted so as to constitute, an undertaking or a stipulation by the Agency in favour of such person or to any third party.

- Conflict of Interest**
- 1.6 The Agency requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities**
- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.
- Conflicting assignments**
- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- Conflicting relationships**
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been

resolved in a manner acceptable to the Agency throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

Fraud and Corruption

1.7 The Agency requires that all beneficiaries of its funding, as well as Consultants participating in projects which it finances, adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

1.8 In pursuance of this policy, the Agency defines the terms set forth below as follows:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(c) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

(d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.9 As a result of its own investigations and findings, and in accordance with its procedures, the Agency:

(a) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(b) will cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Client were engaged in corrupt,

fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Client having taken timely and appropriate action satisfactory to the Agency to remedy the situation;

- (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the Agency if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract financed by the Agency.

1.10 The Agency reserves the right to declare a firm or individual ineligible for a stated period of time to be awarded a contract financed by the Agency, if an international or national organization has determined that such firm or individual has engaged in corrupt, fraudulent, collusive or coercive practices.

1.11 The Agency will have the right to require that a provision be included in contracts which it finances, requiring bidders, suppliers, contractors and consultants to permit the Agency to inspect their accounts and records and other documents relating to contract performance and to have them audited by auditors appointed by the Agency.

Environmental and Social Standards

1.12 The Consultants undertake to:

- (i) comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.

Only one Proposal

1.13 Interested Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

2. Clarification

2.1 Consultants may request a clarification of any of the RFP

- and
Amendment of
RFP Documents**
- documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will issue copies of the response (including an explanation of the query but without identifying the source of inquiry) on the website(s) indicated in the Data Sheet.
- 2.2 At any time before the submission of Proposals, the Client either at his initiative or in response to a request for clarifications may amend the RFP by issuing an addendum in writing or by electronic means. The addendum shall be published on the website(s) indicated in the Data Sheet. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing their Technical Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) A Consultant may associate with other Consultants in a joint venture or sub-consultancy, if it considers that such association may enhance its expertise for the assignment.
 - (ii) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience and expertise indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.

- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Language**
- (vi) Documents to be provided by the Consultants to the Client as part of this assignment must be in the language(s) specified in the Data Sheet. Additional language requirements for the Consultant are detailed in the Terms of Reference.
- Technical Proposal Format and Content**
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the firm’s organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm’s contribution.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, and staffing.
- (viii) Any additional information requested in the Data Sheet.

Financial Proposals

- 3.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) other costs such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.6 The Financial Proposal should clearly estimate, as a separate amount, the taxes (including social security), duties, fees, levies, and other charges imposed in the Client's country under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Client's country).
- 3.7 Consultants must express the price of their services in the currency(ies) designated in the Data Sheet.
- 3.8 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Section 3, and Section 4 respectively.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 4.3 The number of copies of the Proposals is indicated in the Data Sheet. The Technical and Financial Proposals shall be marked “ORIGINAL” or “COPY” as appropriate. If there are discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal and Financial Proposal shall be placed in a sealed envelope clearly marked “PROPOSAL” followed by the name of the assignment. The envelope containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and be clearly marked “**DO NOT OPEN, EXCEPT IN PROPOSAL OPENING CEREMONY, IN THE PRESENCE OF THE OFFICIAL APPOINTED**”.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal and Financial Proposal immediately after the deadline for their submission.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, Consultants who wish to contact the Client on any matter related to its Proposal should do so in writing only at the address indicated in the Data Sheet. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- Evaluation of Proposals**
- 5.2 The Evaluation Committee appointed by the Client shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the

		minimum technical score indicated in the Data Sheet.
Public Opening and Evaluation of Financial Proposals	5.3	The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para. 3.6.
	5.4	The lowest evaluated Financial Proposal will be given the maximum financial score of 100 points. The financial scores of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical and financial scores using the formula and weights indicated in the Data Sheet. The firm achieving the highest combined technical and financial score will be invited for negotiations.
6. Negotiations	6.1	Negotiations will be held at the address indicated in the Data Sheet.
Technical negotiations	6.2	Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.
Financial negotiations	6.3	The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract.
Availability of Professional staff/experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the

Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the notification of the award of Contract.

Instructions to Consultants

Data Sheet

Paragraph Reference	
2.1	<p>Clarifications may be requested not later than 15 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">Ms. Esther Richards SPREP P.O. Box 240 Apia, Samoa</p> <hr/> <p>Facsimile: +685 20231 E-mail: EstherR@sprep.org</p> <p>The websites on which clarifications will be posted are: http://www.sprep.org/tender/tender_list.asp http://appel-d-offre.dgmarket.com</p>
2.2	<p>The websites on which any addendum will be posted are: http://www.sprep.org/tender/tender_list.asp http://appel-d-offre.dgmarket.com</p>
3.1	<p>Proposals shall be submitted in the following language: English</p>
3.3 (ii)	<p>The estimated number of professional staff-months required for the assignment is: 39 months.</p> <p>The first 36 months will be on a full-time basis in Samoa, whereas the final 3 months will be spread over the fourth year of the project in 2 or 3 mission visits.</p>
3.3 (iv)	<p>The minimum required experience of proposed professional staff is:</p> <ol style="list-style-type: none"> a. A Masters Degree or equivalent qualification in environmental studies, waste management, or a related discipline b. 10 years of experience in project management and project development in the waste management field; c. Demonstrated experience in designing and conducting technical and vocational training; d. Demonstrated experience of waste management issues in small tropical island environments is essential;

	<p>e. Demonstrated experience in waste oil management would be an advantage;</p> <p>f. Fully bilingual in English and French;</p> <p>g. Demonstrated ability to work in diverse cultural environments;</p> <p>h. Demonstrated relevant experience in the Pacific islands region would be an advantage;</p> <p>i. Established network of contacts with donors working in the Pacific, and with the French Territories in the Pacific would be an advantage.</p>
3.3 (vi)	Reports that are part of the assignment must be written in the following language(s):English
3.4 (viii)	Additional information requested in the Technical proposal: Names and contact details of three referees
3.7	<p>Consultants shall state their prices in United States Dollars (USD).</p> <p>Consultants who intend to incur cost in other currencies for the assignment may state the corresponding price component in USD or Euros (EUR).</p> <p>The selling rate of exchange rate to be used for conversions is: 1 EUR = 1.363 USD.</p> <p>The date of the exchange rate is 28 September 2010 and the source is Westpac Bank Samoa Limited.</p>
3.9	Proposals must remain valid 60 days after the submission date.
4.3	Consultant must submit the original and 4 copies of the Proposal.
4.5	<p>The Proposal submission address is: The Director SPREP PO Box 240, Apia SAMOA</p> <p>Proposals must be submitted to the address indicated no later than Wednesday 17th November 2010 at 4:00pm</p>
5.1	<p>The address for contacting the Client is: The Director SPREP PO Box 240, Apia</p>

SAMOA	
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment:</p> <ul style="list-style-type: none"> - Masters Degree or equivalent qualification in environmental studies, waste management, or a related discipline [10] - 10 years of experience in project management and project development in the waste management field [20] - Demonstrated experience in designing and conducting technical and vocational training [25] - Demonstrated experience of waste management issues in small island environments is essential [10] - Demonstrated experience in waste oil management would be an advantage [10] - Fully bilingual in English and French [5] - Demonstrated ability to work in diverse cultural environments [5] - Demonstrated relevant experience in the Pacific islands region would be an advantage [5] - Established network of contacts with donors working in the Pacific, and with the French Territories in the Pacific would be an advantage[5] <p style="text-align: right;">Total points for criterion (i): [95]</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <ul style="list-style-type: none"> a) Technical approach and methodology [10] b) Work plan [5] c) Organization and staffing [5] <p style="text-align: right;">Total points for criterion (ii): [20]</p> <hr style="border-top: 1px dashed black;"/> <p style="text-align: right;">Total points for the two criteria: 115</p> <p>The minimum technical score S_t required to pass is: <u>65</u> Points</p>

5.8	<p>The formulas for determining the Financial and Combined scores are the following:</p> <p>Financial Score = $100 \times (\text{lowest financial proposal} \div \text{price of proposal being evaluated})$</p> <p>Combined Score = $(\text{Technical Score} \times \text{weight of Technical Proposal}) + (\text{Financial Score} \times \text{weight of Financial Proposal})$</p> <p>where: weight of Technical Proposal = 0.7 weight of Financial Proposal = 0.3</p>
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6.1	Address for contract negotiations: SPREP Headquarters Vailima SAMOA
7.2	Expected date and location for commencement of consulting services January 2011 at: Vailima, Samoa

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to interested Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- 3A Technical Proposal Submission Form
- 3B Consultant's Experience
- 3C Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
- 3D Description of the Approach, Methodology and Work Plan for Performing the Assignment
- 3E Team Composition and Task Assignments
- 3F Curriculum Vitae (CV) for Proposed Professional Staff
- 3G Staffing Schedule
- 3H Work Schedule

FORM 3A TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 3B CONSULTANT'S EXPERIENCE

Assignments carried out during the last five years which best illustrate the candidate's qualifications for the proposed assignment

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages max.]

Assignment name:	Country/location:
Name of Client:	Total N ^o of staff-months of the assignment for staff provided by your firm:
Address:	Approx. value of the services provided by your firm under the contract (in current Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Key personnel provided by your firm (positions):
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM 3C COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE
CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM 3D **DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages max, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM 3E TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

FORM 3F CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

FORM 3G STAFFING SCHEDULE¹

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address:

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to interested Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.5 of Section 2.

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Breakdown of other costs per activity.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

4B. SUMMARY OF COSTS

Costs	Currency(ies) ¹	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

¹ Local currency and Euros.

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Other costs		
Subtotal		_____

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ²	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

² _____
Staff months, days, or hours as appropriate.

4E. BREAKDOWN OF OTHER COSTS PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip Day			
3.	Subsistence allowance				
4.	Local transportation costs ³				
5.	Office rent/accommodation/ clerical assistance				
6.	Communication costs between _____ and _____ (telephone, telegram, telex)				
7.	Drafting, reproduction of reports				
8.	Equipment: vehicles, computers, etc.				
9.	Software				
	Grand Total				_____

³ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

Section 5. Terms of Reference

BACKGROUND

1. The Pacific islands region is a large and diverse region whose environment forms the basis for development in many sectors such as agriculture, fishing, aquaculture and tourism. Moreover, the inhabitants of this region depend largely on the environment for their day-to-day well being. However, with population growth, urbanization, changes in consumer habits and increase in imported goods, the Pacific Islands Countries and Territories (PICTs) are increasingly swamped by waste products.

2. Waste management techniques have not kept pace with the growth in the amount and types of waste, and the fragile island environments are under increasing threat from poor waste disposal. Underground water sources are particularly affected in atolls, low-lying islands, and coral-based islands, where the extremely permeable ground increases the risk of pollution from leachate and all kinds of unregulated waste discharges.

3. The capacity of PICTs to address these risks is generally limited because of a lack of appropriate regulatory structure, low political priority, limited social awareness, low government budgets, poorly developed infrastructure and technologies, and scarce trained personnel.

4. In response to some of these challenges, the Japan International Cooperation Agency (JICA) provided technical and financial assistance to SPREP to develop the first Regional Strategy for Solid Waste Management for the Pacific Region (“Regional Strategy”), which was endorsed by the 16th Annual SPREP Meeting held in Apia, Samoa in September 2005.

5. Following the endorsement of the Regional Strategy, The Agence Française de Développement (AFD) and the United Nations Environment Programme (UNEP) prepared an initiative to support the implementation of the Regional Strategy and the national solid waste management strategies of SPREP Member Countries. Joint AFD-UNEP missions to countries and territories in the Pacific occurred in 2005 and 2006, and, drawing on meetings with multilateral and bilateral partners, and inspections of waste management initiatives, the AFD initiative was conceived as 5 million euro project with three-components as follows:.

- a. A regional component (Component 1) to address economic instruments for waste management, waste minimization through composting, capacity building, special issues of waste management on atolls and small islands, and communication and information dissemination;
- b. A sub-regional component (Component 2) to collect, sort, and re-export hazardous wastes from coherent grouping of countries chosen with regard to quantity of wastes produced and transportation costs (which a 2009 feasibility study determined should focus on three activities: school chemicals and disused pesticides/Persistent Organic Pollutants (POPs) in Melanesia, scrap metal in Micronesia, and oil reuse in Polynesia and Melanesia; and

- c. A national component (Component 3) consisting of concrete actions in-country, covering all areas of solid waste handling activities (for which a feasibility study outlined implementation procedures for an AFD fund to support these actions).
6. The consultancy firm GHD Pty Ltd, was contracted by AFD to conduct a feasibility study for Component 2. This study recommended three activities for Component 2: a school chemicals and disused pesticides/Persistent Organic Pollutants (POPs) activity in Melanesia; a scrap metal activity in Micronesia; and an oil reuse activity in Polynesia and Melanesia.
7. GHD Pty Ltd also completed a feasibility study for Component 3, which outlined procedures and support modalities for implementing an AFD Fund which would support concrete in-country actions.
8. The approved budget for the AFD initiative is 1 million euros, which led to a reduction in the scale of all three components. Consequently, the current scope for the AFD initiative, which will be implemented over a 4-year period is as follows:
 - a. Component 1 supports the development and delivery of a vocational training program in waste management through regional institutions;
 - b. Component 2 contributes to the reduction of the negative impacts of waste oil on the environment of participating PICTs through the development of appropriate frameworks for waste oil collection and disposal;
 - c. Component 3 is essentially an AFD Fund which provides support to PICTs to prepare country activity proposals that will be considered subject to additional funding being secured.
9. SPREP is the implementing agency for the AFD initiative, whose implementation will contribute to the implementation of national solid waste management strategies, the Regional Strategy, and by extension the SPREP Strategic Plan and the 2005 Pacific Plan, which is the regional sustainable development strategy.

Secretariat of the Pacific Regional Environment Programme

10. The Pacific Regional Environment Programme (SPREP) is an intergovernmental organisation charged with promoting cooperation among Pacific islands countries and territories to protect and improve their environment and ensure sustainable development. For more information, see: www.sprep.org.
11. SPREP Members consist of 14 Pacific island countries, 7 territories, and 4 'metropolitan' countries (Australia, France, New Zealand and USA). SPREP has over 50 staff, and delivers services to its island members through two programmes: Island Ecosystems and Pacific Futures. Marine pollution, waste and land-based sources of pollution are addressed by a team within the Pacific Futures Programme, headed by a Pollution Prevention and Waste Management Adviser, and including a Marine Pollution Adviser and a Solid Waste Officer. The Consultant will be housed within this team.

12. The primary role of SPREP for the waste management work area is to assist countries mainly through technical advice, support, and in-country implementation where appropriate. Over the last few years, this assistance has been primarily to establish sound regional and national strategies and technical resources for waste management. Much of this work has been in collaboration with the Japan International Cooperation Agency (JICA).

13. The solid waste management work is governed by the Pacific Regional Solid Waste Management Strategy 2010-2015, which was developed with the assistance of JICA and endorsed by the 20th SPREP Meeting in 2009. The Regional Strategy outlines the 9 areas which members identified as priorities: (1) sustainable financing, (2) integrated solid waste management (comprising of waste reduction, recycling, collection, and disposal), (3) legislation, (4) awareness, communication and education, (5) capacity building, (6) environmental monitoring, (7) policy, planning, and performance, (8) solid waste industry and (9) medical wastes. The implementation plan for key activities under these nine areas is shown in Table 1. The annual work programme for solid waste management is drawn from this implementation plan in consultation with members.

Agence Française de Développement (AFD)

14. The Groupe Agence Française de Développement is a bilateral development finance institution established in 1941 that works on behalf of the French government. Its mission is to finance development according to France's Overseas Development Assistance policies.

15. More information on AFD can be found at:
<http://www.afd.fr/jahia/Jahia/lang/en/home>.

Japan International Cooperation Agency (JICA)

16. The Japan International Cooperation Agency is the aid arm of the Government of Japan. Over the last decade, Japan has been assisting the Pacific region to improve its waste management on the basis of three pillars: strengthening the human resource capacity, developing institutional systems, and sharing Japan's technology and experience.

17. JICA's 4-year "Solid Waste Management Project in Oceania Region (SWMPOR)" concluded in May 2010 and JICA is currently formulating a 5-year regional project, to begin in the last quarter of 2010. One of the important tasks of the Consultant will be to coordinate with JICA to maximize training opportunities, and to incorporate lessons learnt from JICA projects into the vocational training programme to be developed.

18. More information on JICA can be found at:<http://www.jica.go.jp/english/index.html>

United Nations Environment Programme (UNEP)

19. The 2009 UNEP regional project under the Global Environment Facility Pacific Alliance for Sustainability to address "POPs release reduction through Improved Management of Solid and Hazardous Wastes" focuses, *inter alia*, on technical assistance and capacity building for implementation of Stockholm Convention National Implementation Plans and feasible, innovative technologies for Persistent Organic Pollutants (POPs) reduction. The project is co-financed by the AFD initiative and has 6 main activities, 5 of which are matched by the AFD initiative.

20. Where AFD funds have been pledged in co-finance to the UNEP project, it is expected that the TA shall assist UNEP and its executing agency or partners in the coordination and execution of relevant components of the project. Additionally, where appropriate, the TA may engage in information exchange of technical data generated to mutually enhance the AFD and GEF/UNEP programme/project outcomes.

OBJECTIVES

21. The objectives of this consultancy are to:
- a. Develop and deliver a regional vocational training program in collaboration with regional partners
 - b. Develop a waste oil collection and export system from PICTs to Fiji
 - c. Support SPREP in administering the AFD Fund for national solid waste management projects
 - d. Coordinate and collaborate with other funding agencies to secure co-financing on behalf of SPREP to further support project implementation, thereby strengthening SPREP's capacity to assist Pacific Islands.
 - e. Strengthen capacity within SPREP for implementing the waste and pollution prevention work programme

SPECIFIC TASKS

22. The Consultant will undertake the following tasks:
- a. Within two months after the start of the contract, prepare and submit an inception report for approval, outlining the general approach, methodology and a detailed work plan and budget for the duration of the contract.
 - b. Take the lead role in designing and developing a regional vocational training program for Pacific Islanders in collaboration with regional partners. It is envisioned that the stakeholder training will occur twice per year (June/July & December) over a 4-year period using a train-the-trainer method. The specific tasks will include:
 - i. Identifying key stakeholders from the waste sector in each participating PIC to be trained.
 - ii. Identifying training course developers, and suitable counterparts in the region such as Fiji School of Medicine (FSM), University of the South Pacific (USP), Japan International Cooperation Agency (JICA) and potential contributors of case studies from French Polynesia and New Caledonia.
 - iii. Contributing to the design and development of technical training manuals in environmentally sound and practical waste management techniques (e.g. composting, cleaner production techniques, landfill/dumpsite management techniques, hazardous waste management, and community based waste management),

- iv. Participating in the delivery of the training program to stakeholders (as appropriate to the Consultant's expertise).
- c. Develop a sustainable system of waste oil collection and export from Pacific island countries to a waste oil reuse company based in Fiji. The underlying goal is to reduce the negative impacts of waste oil on the environment while maximising any economic opportunities for the Pacific without requiring continued external financing. The specific tasks include:
 - i. Preparing a brief Background Paper for governments on the implementation of an Extended Producer Responsibility (EPR) system for waste oil which outlines the expected role of participating PICTs and the assistance available.
 - ii. Developing a product stewardship and collection system with the Government of Fiji (where EPR legislation has already been passed) as a first phase, with a plan to include any other PICT that may be in a similar state of readiness as Fiji.
 - iii. Developing a drafting template for EPR legislation, guidance on the use of the Waigani instrument, and model contracts for use by Fletcher Pacific Steel (Fiji) Ltd and the waste oil exporters from participating PICTs.
 - iv. Developing the contractual arrangements for waste oil reuse in Fiji by the waste oil reuse company, and in-country waste oil collection and storage systems in conjunction with the lubricant importers, major users and relevant government agencies.
 - v. Developing a generic public education program on waste oil collection, disposal and pollution effects to be trialed in Fiji.
 - vi. Conducting annual environmental audits of the waste oil collection and disposal facilities in the participating PICTs to be also used as a training exercise.
- d. Support Pacific Island Countries in developing proposals for national solid waste management projects. The specific tasks include:
 - i. Providing guidance in the preparation of national grant proposals to the standards and format required by the AFD Fund.
 - ii. Ranking grant proposals submitted for consideration under this project, disbursing funds through SPREP, and providing assistance during implementation for any grant proposals that may be approved by AFD/SPREP under this project.
- e. Add value to this project by identifying, coordinating and mobilizing co-financing on behalf of SPREP to support further project activities as identified in previous feasibility studies. This will include:

- i. Identifying partnerships for SPREP to form, with agencies such as JICA, for the implementation of this project.
 - ii. Leveraging funding from Global Environment Facility (GEF), European Union (EU), Asian Development Bank, World Bank, Australian Agency for International Development (AusAID), and New Zealand Agency for International Development (NZAID), Non-governmental Organizations, and others to support the implementation of this project.
- f. Where AFD funds have been pledged in co-finance, assist UNEP and its execution agents or partners in the coordination and execution of relevant components of the regional GEF PAS POPs Project "Pacific POPs Release Reduction Through Improved Management of Solid and Hazardous Wastes". Additionally, where appropriate, engage in information exchange of technical data generated to mutually enhance the AFD and GEF/UNEP programme/project outcomes
- g. Undertake any additional tasks which are necessary to achieve the objectives outlined in Clause 21 of this Terms of Reference.

METHODOLOGY

23. The Consultant will be resident in Apia, Samoa for the duration of the contract period, and will operate from a base at SPREP Headquarters in Vailima.
24. The Consultant will be employed by SPREP and will work closely with the team addressing waste and pollution prevention within the Pacific Futures Programme at SPREP and will report to the Pacific Futures Programme Manager.
25. Payment will be made directly by AFD to the Consultant. The Consultant will submit an invoice to SPREP, who on approval of the invoice makes a request to AFD for payment.
26. Administrative support will be provided for mission trips and any regional meeting or training requiring the participation of representatives from PICTs. Any approved goods or services (such as mission travel) that the Consultant is required to procure and which are related to the project activities must be done through SPREP's procurement system, and these costs will be covered by SPREP from the approved project budget.

REQUIRED OUTPUTS

27. These are the main outputs that the Consultant is expected to produce during the contract period:
- a. **Inception Report:** Within two months after the start of the contract, the Consultant will prepare and submit an inception report for approval, outlining the general approach, methodology and a detailed work plan and budget for the duration of the contract.

- b. **Travel Reports:** Within 1 week of returning to Samoa from mission trips, the Consultant must prepare and submit travel reports in a format specified by SPREP.
- c. **Progress Reports:** These must be prepared every quarter during the period of the contract, and must compare actual progress with the agreed work plan and suggest revision to the work plan if necessary. They must include the minutes of any meetings, workshops and trainings held regarding the project. They should also identify any implementation issues which have arisen or which are foreseen, and suggest how these should be resolved.
- d. **Financial Reports:** These reports are to be prepared in a format specified by SPREP, and submitted as a component of the quarterly Progress Reports.
- e. **Interim Reports:** An interim report is to be prepared every six months during the contract period, which will describe in detail the technical progress of the programme and compare actual progress with agreed work plan and suggest revision to the work plan if necessary. It will also identify any implementation issues which have arisen or which are foreseen, and suggest how these should be resolved.
- f. **Terminal Report:** A terminal report must be produced at the end of the project which documents the implementation issues, and lessons learnt throughout the consultancy period and makes recommendations for future work.
- g. Updates to the appropriate project pages on the SPREP website at suitable intervals.
- h. Various additional reports which may be required by the Specific Tasks.

REQUIRED EXPERTISE AND INPUTS

28. This assignment should ideally be undertaken by a Consultant who satisfies the following requirements:
- a. A Masters Degree or equivalent qualification in environmental studies, waste management, or a related discipline.
 - b. 10 years of experience in project management and project development in the waste management field.
 - c. Demonstrated experience in designing and conducting technical and vocational training.
 - d. Demonstrated experience of waste management issues in small Pacific island environments is essential.
 - e. Demonstrated experience in waste oil management would be an advantage.
 - f. Fully bilingual in English and French.
 - g. Demonstrated ability to work in diverse cultural environments.
 - h. Demonstrated relevant experience in the Pacific islands region would be an advantage.

- i. Established network of contacts with donors working in the Pacific, and with the French Territories in the Pacific would be an advantage.

29. The successful Consultant is expected to reside full-time in Samoa for the first three years of the contract period. During the fourth year, it is expected that short mission trips will be undertaken to the region as appropriate. Where multiple professional staff are proposed as part of a team, at least one (1) professional staff, preferably the Team Leader, should be resident in Samoa on a full-time basis for the first three years.

30. Furnished office accommodation, equipped with printer access, internet and telephone will be provided by SPREP at its Headquarters in Vailima. The Consultant will be directly responsible for the costs of actual telephone and internet usage.

CONTRACT DURATION AND TIME FRAME

31. The duration of this consultancy is 4 years (48 months) and it is expected to commence upon signing of a contract with the successful Consultant.

Table 1: Implementation Plan for the Regional Solid Waste Management Strategy 2010-2015

ACTION	TIME FRAME	LEAD AGENCY ⁴
SUSTAINABLE FINANCING		
1. Update and disseminate regional information on the application of economic instruments	2012	SPREP
2. Formulate a plan to implement appropriate economic instruments in each PIC	2011	CA
3. Use a regional approach to develop sustainable financing initiatives	2010	SPREP
INTEGRATED SOLID WASTE MANAGEMENT		
4. Develop a model 4R regional strategy	2011	SPREP
5. Develop national 4R strategies	2011	CA
6. Assess and demonstrate new recycling methods	2013	SPREP
7. Develop regional guidelines for waste disposal and environmental monitoring of disposal facilities	2010	SPREP
8. Improve existing disposal sites	2010-2015	CA
9. Develop new landfills	2010-2015	CA
10. Research and develop suitable disposal techniques for different situations	2010	SPREP
11. Develop regional options for managing difficult wastes	2011	SPREP
12. Develop an action plan for improving the waste collection service	2011	CA
LEGISLATION		
13. Undertake a sub-regional project to review and develop draft solid waste legislation	2010-2011	SPREP
14. Enhance the capacity of PICTs to enforce legislation through regional resources and initiatives	2012	SPREP
15. Develop and implement enforcement plans in each country	2012	CA or MA
16. Engage the office of the Attorney General in each PICT	2010	CA or MA
AWARENESS, COMMUNICATION & EDUCATION		
17. Develop and disseminate a model national communication strategy	2011	SPREP
18. Develop a national integrated communication strategy which encompasses social marketing	2011	CA
19. Develop a Pacific Year of Action Against Waste Campaign	2012	SPREP
20. Conduct regular regional waste forum or conference	2012-2013	SPREP
21. Activate and implement existing education/awareness plans	2010	CA
CAPACITY BUILDING		
22. Develop regional benchmarks in solid waste management	2010	SPREP
23. Assess capacity gaps for solid waste management in PICTs	2011	CA
24. Develop regional training priorities	2011-2012	SPREP
25. Implement capacity building programmes, to address capacity gaps	2012	CA
26. Conduct an annual training course in municipal solid waste management.	2010-2015	SPREP
27. Develop and deliver a specific training programme for atolls	2012	SPREP
28. Develop a country attachment scheme	2013	SPREP
29. Develop a solid waste training programme in conjunction with regional institutions	2010	SPREP
30. Develop and maintain a regional inventory of skilled people	2010	SPREP
ENVIRONMENTAL MONITORING		
31. Develop national environmental monitoring plans	2013	CA
32. Develop institutional capacity of laboratories for environmental monitoring	2014	SPREP
POLICY, PLANNING, and PERFORMANCE		
33. Develop national waste management policy, Strategy and action plan	2013	Government, CA
34. Strengthen regional coordination of solid waste management	2010-2015	SPREP
35. Establish and review national coordination of solid waste management.	2010-2015	Government
36. Develop standardized system for collecting, storing and analysing waste management data	2011-2012	SPREP
SOLID WASTE INDUSTRY		
37. Implement institutional and economic incentives, and subsidies based on market conditions	2010	CA
38. Provide information/data on the solid waste sector to increase awareness of viable opportunities	2010-2015	CA
39. Cultivate and strengthen partnerships with key stakeholders	2010-2015	CA, SPREP
BIOMEDICAL WASTE		
40. Develop model medical waste management strategy	2013	SPREP
41. Develop a national medical waste management strategy	2013	CA

⁴ CA = National Coordinating Agency for waste management MA = National Monitoring Agency for waste management

Section 6. Model Form of Contract

STANDARD FORM OF CONTRACT

**Consultants'
Services**

Lump-Sum Remuneration

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CONTRACT FOR CONSULTANTS' SERVICES
Lump-Sum Remuneration

between

[name of the Client]

and

[name of the Consultants]

Dated: _____

I. Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of consultants]* (hereinafter called the “Consultants”).

*[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, *[name of consultants]* and *[name of consultants]* (hereinafter called the “Consultants”).]*¹

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [*or has applied for*] funds from the French Development Agency (hereinafter called the “Agency”)] towards the cost of the Services and intends to apply a portion of these funds to eligible payments under this Contract, it being understood (i) that payments by the Agency will be made only at the request of the Client and upon approval by the Agency, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the Agency providing for the funds, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the funds or have any claim to the funds proceeds;

¹ Text in brackets is optional; all notes should be deleted in final text.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services _____ Not used

Appendix B: Reporting Requirements _____ Not used

Appendix C: Key Personnel and Sub-consultants _____ Not used

Appendix D: Breakdown of Contract Price in Foreign Currency _____ Not used

Appendix E: Breakdown of Contract Price in Local Currency _____ Not used

Appendix F: Services and Facilities Provided by the Client _____ Not used

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of client]*

[Authorized Representative]

For and on behalf of *[name of consultants]*

[Authorized Representative]

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, as they may be issued and in force from time to time;
- (b) “Agency” means the French Development Agency;
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Foreign Currency” means any currency other than the currency of the Client’s country;
- (f) “GC” means these General Conditions of Contract;
- (g) “Local Currency” means the currency of the Client’s country;
- (h) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities,
- (i) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- (m) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4;

- (n) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-consultant.
- (o) “corrupt practice” is (i) the promising, offering, or giving to a Public Official or (ii) a Public Official soliciting, or accepting, directly or indirectly, of anything of value for himself or another person or entity, to induce the Public Official to do, or not to do, an action in his official duties;
- (p) “collusive practice” is a concerted action, agreement, explicit or implicit understanding or coalition, including directly or indirectly through a firm established in a foreign country, designed to achieve or which may achieve a hindrance, restriction or bias to competition for a contract, in particular when such practice aim to (i) restrict access to the contract or free competition, (ii) hinder the setting of prices under the rules of free competition by artificially promoting their increase or decrease, (iii) restrict or control production, market access, investment or technical progress, or (iv) share market opportunities or access to procurement sources.

- 1.2 Law Governing the Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Client’s country or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

- 1.8 Taxes and Duties Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Corruption The Consultants declare that:
- a) They did not engage in any action to influence the Project implementation process to the detriment of the Client, in particular no collusive practice took place nor will take place, and
 - b) the selection proceedings, contract negotiations, award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.
- 1.10 Environmental and Social Standards The Consultants undertake to:
- (i) comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.
2. Commencement, Completion, Modification, and Termination of Contract
- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.
- 2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties

and shall not be effective until the consent of the Agency, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this Clause 2.6.1 except in the event (e), and sixty (60) days’ in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership

whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion decides to terminate this Contract; or
- (g) if the consultant has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

**2.6.2 By the
Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (d) below:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not

less than sixty (60) days; or

- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Client's country which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultants** The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultants' Actions Requiring Client's Prior Approval** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Consultants to Be the Property of the Client** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

4. Consultants' Personnel

4.1 Description of Personnel of The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. Payments to the Consultants

- 6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.
7. Settlement of Disputes
- 7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause ²	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1(i)]	The Member in Charge is <i>[name of Member].</i>
1.3	The language is <i>[specify language].</i>
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Mail address: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>Mail address: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
[1.6]	<p>The Member in Charge is <i>[name of member].</i></p> <p><i>Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SC 1.8 should be deleted from the SC.]</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultants: _____</p>

² Clauses in brackets are optional; all notes should be deleted in final text.

[1.8]

The Client warrants that the Consultants and their Personnel (as well as the Sub-consultants and their Personnel) shall be exempt from any taxes, duties, fees, levies, and other impositions levied, under the Applicable Law, on the Consultants and the Personnel in respect of:

- (a) any payments made to the Consultants, Sub-consultants, and the Personnel of either of them (other than nationals of the Client's country or permanent residents of the Client's country), in connection with the carrying out of the Services;
- (b) any equipment, materials, and supplies brought into the Client's country by the Consultants or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (d) any property brought into the Client's country by the Consultants, any Sub-consultants, and the Personnel of either of them (other than nationals of the Client's country or permanent residents of the Client's country) for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Client's country, provided that:
 - (1) the Consultants, Sub-consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and
 - (2) if the Consultants, Sub-consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultants, Sub-consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

Note: While the Agency does not reimburse payments for duties and taxes levied by the borrowing country, it leaves it to the Client to decide whether the Consultants (a) should have to pay levies of this kind without reimbursement by the Client (case (i)), (b) should be exempted from any such levies (case (ii)), (c) should be reimbursed by the Client for any such levies they might have to pay (case (iii)), or (d) should pay such levies on behalf of the Consultants and the Personnel (case (iv)). In the first case, Clause 1.8 should be deleted from the SC; in the second case, Clause 1.8 above should be retained in the SC; in the third and fourth cases, the first

and second line of Clause 1.8 above should be further amended to read:

(case (iii)):“...that the Client shall reimburse the Consultants and the Personnel for,” or

(case (iv)):“...that the Client shall pay on behalf of the Consultants and the Personnel.”]

[2.1 The date on which this Contract shall come into effect is *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Agency, effectiveness of Agency funding, receipt by Consultants of advance payment and by Client of bank guarantee (see Clause 6.4), etc.]

[2.2 The date for the commencement of Services is *[date]*.]

2.3 The period shall be *[length of time]*.

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing.

[3.2.1 *Note:* The following should be inserted in the SC or alternatively in Appendix A if the Consultants are advising the Client on the procurement of goods, works, or services:

“Procurement Rules of Funding Agencies

Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any procurement requirements applicable to the Client and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.”]

[3.2.3 *Note:* It is essential that Consultants who advise Clients on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:

“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.”]

- 3.4** The risks and coverage shall be:
- (i) Third Party motor vehicle _____
 - (ii) Third Party liability _____
 - (iii) Employer's liability and workers' compensation _____
 - (iv) Professional liability _____
 - (v) Loss or damage to equipment and property _____

[3.5(c)] *Note: Delete where not applicable.*

The other actions are _____.]

[3.7] *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause 3.7 should be deleted from the SC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—may be used, such as the following:*

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
- “The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”]

[5.1] *Note: List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”]*

6.2(a) The amount in foreign currency or currencies is *[insert amount]*.

6.2(b) The amount in local currency is *[insert amount]*.

6.4 The accounts identification and number are:

for foreign currency: *[insert account identification and number]*

for local currency: *[insert account identification and number]*

IBAN and BIC references shall be provided together with the first request for payment.

Payments shall be made according to the following schedule:

Note: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) “commencement date” may be replaced with “date of effectiveness;” and (d) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Fifteen (15) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of each interim report (there are 7 interim reports required).
- Fifteen (15) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

6.5 Payment shall be made within thirty (30) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within sixty (60) days in the case of the final payment.

The interest rate is 10 percent.

7.2 Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

Note: If the Consultant is a national of the Client’s country, this provision should be modified and referred to the Client country’s rules for settlement of disputes.

IV. Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B—Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Sub-consultants

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Client’s country, and staff-months for each.*

C-2 *Same as C-1 for Key foreign Personnel to be assigned to work outside the Client’s country.*

C-3 *List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

C-4 *Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Other costs.*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E—Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Other costs.*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F—Services and Facilities Provided by the Client

Appendix G—Form of Bank Guarantee for Advance Payment

Note: See Clause GC 6.4 and Clause SC 6.4. The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing indicating the obligations which the Consultants failed to fulfill under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such

for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”