



CORAL TRIANGLE
INITIATIVE
ON CORAL REEFS, FISHERIES
AND FOOD SECURITY

REQUEST FOR PROPOSALS

Event Management Support

Coral Triangle Initiative for Coral Reefs, Fisheries and Food Security

Regional Business Forum 2019

February 2018

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Section 1: Letter of Invitation

Manado, Indonesia
9 March 2018

Ref. no. : EXR/RS/

Subject : **Event Management support for CTI-CFF Regional Business Forum 2019 (RBF2019)**

Dear Sir/Madam,

The Coral Triangle Initiative for Coral Reef, Fisheries and Food Security (CTI-CFF) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Project Datasheet
- Section 3 - Terms of Reference
- Section 4 - Proposal Submission Form
- Section 5 - Technical Proposal Form
- Section 6 - Financial Proposal Form
- Section 7 - Contract for Professional Services, including General Terms and Conditions
- Attachment 1 - Non Disclosure Agreement

The CTI-CFF Regional Secretariat is providing USD25,000.00 as seed-funding to develop, plan, implement this event. Other costs incurred shall be borne through financial support from other sources (e.g. Development Partners, Host Country, co-host organizations). Revenue generated from this event shall be received and managed by the event manager.

Your offer, comprising of the sections above (to be PDF in a single file) as well as a signed Non-Disclosure Agreement should be submitted via email and courier (original hardcopies) with title heading of: Subject: Acknowledgment to Request for Proposal for CTI-CFF Regional Business Forum 2019 (RBF2019).

Additionally, you are requested to submit an acknowledgement letter to CTI-CFF Regional Secretariat to the following address (via email):

CTI-CFF Secretariat Building
CTI Centre; Jl. A.A. Maramis Kayuwatu, Kairagi II
Manado, North Sulawesi 95254, Indonesia
Email: regional.secretariat@cticff.org; with cc to: jasmin@cticff.org

Subject: Proposal for Event Management Support for CTI-CFF Regional Business Forum 2019 (RBF2019)

The letter should be received by CTI-CFF Regional Secretariat no later than close of business, **23 March 2018**. The same letter should advise whether your company intends to submit a Proposal. If you have received this RFP through a direct invitation by CTI-CFF Regional Secretariat, transferring this invitation to another firm requires your written notification to CTI-CFF Regional Secretariat of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

CTI-CFF Regional Secretariat looks forward to receiving your Proposal and thank you in advance for your interest.

Yours sincerely,

Cepy F. Syahda
Finance and Administration Senior Manager

Section 2: Project Datasheet

No	Data	Specific Instructions / Requirements
1	Project Title	Coral Triangle Initiative for Coral Reefs, Fisheries and Food Security; Regional Business Forum 2019 in Malaysia
2	Title of services / work	Event Management Support for Coral Triangle Initiative for Coral Reefs, Fisheries and Food Security (CTI-CFF) Regional Business Forum 2019 (RBF2019) in Malaysia
3	Country / region of work location	Malaysia
4	Language of the Proposal	English
5	Conditions for submitting alternative Proposals	Considered upon writing 30 working days in advance
6	Period of Proposal Validity commencing on the submission date	90 days
7	Preferred currency of Proposal and Method for Currency conversion	United States Dollars (USD) Reference date for determining Exchange Rate: Date of contract signing
8	Deadline for submitting requests for clarifications / requests	5 working days before the submission deadline
9	Contact Details for submitting clarifications / questions	Focal Person in CTI-CFF Regional Secretariat: Jasmin Mohd Saad, Governance Working Group and Cross Cutting Themes Senior Manager Email address: jasmin@cticff.org ; cc to: regional.secretariat@cticff.org
10	No. of copies of Proposal to be submitted	<input type="checkbox"/> Original: 1 (one) <input type="checkbox"/> Copy: 1(one)
11	Proposal submission Address & conditions for submission	CTI-CFF Secretariat Building CTI Centre Jl. A.A. Maramis Kayuwatu, Kairagi II Manado, North Sulawesi 95254 Indonesia Email: regional.secretariat@cticff.org ; with cc to: jasmin@cticff.org Subject: Proposal for Event Management Support for CTI-CFF Regional Business Forum 2019 (RBF2019) Attention: Finance and Administration Division <input type="checkbox"/> PDF files only <input type="checkbox"/> Free from virus and corrupted files
12	Deadline of submission	23 March 2018; 17:00 (Manado local time)
13	Manner of submission	<input type="checkbox"/> Email (to be submitted by deadline) <input type="checkbox"/> Courier (date of postage on the deadline)
14	Required Documents for submission	<input type="checkbox"/> Proposal Submission Form (Section 4) <input type="checkbox"/> Technical Proposal (Section 5) <input type="checkbox"/> Financial Proposal (Section 6) <input type="checkbox"/> Company Profile <input type="checkbox"/> Certificate of Registration of the service provider <input type="checkbox"/> CVs for key personnel
15	Latest expected date for commencement of Contract	15 April 2018
16	Expected duration of contract	15 April 2018 – 30 June 2019

SUMMARY OF TECHNICAL PROPOSAL EVALUATION FORMS		Score weight	Max. Points
1	Expertise of firm / organization	30%	30
2	Proposed Methodology, Approach and Implementation Plan	40%	40
3	Management Structure and Key Personnel	30%	30
		Total	100

TECHNICAL PROPOSAL EVALUATION		Points
1 EXPERTISE OF FIRM / ORGANIZATION		
1.1	<input type="checkbox"/> Experience in organizing visible events for international organizations; for multi-lateral organizations is an asset (max. 10pts)	
1.2	<input type="checkbox"/> Age / size of firm (minimum 5 years of experience in event management) (max. 10 pts)	
1.3	<input type="checkbox"/> Strengths in project management support (max. 10pts)	
Sub-total (maximum 30)		
2 PROPOSED METHODOLOGY, APPROACH AND IMPLEMENTATION PLAN		
2.1	To what degree does the Proposer understand the task? (max. 5pts)	
2.2	Have the important aspects of the task been addressed in sufficient detail? (max. 10pts)	
2.3	Is the scope of task well defined and does it correspond to the TOR? (max. 15pts)	
2.4	Is the presentation comprehensive and convincing, and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (max 10pts)	
Sub-total (maximum 40)		
3 MANAGEMENT STRUCTURE AND KEY PERSONNEL		
3.1	Key personnel experience in event management (incl. coordination) (max. 10pts)	
3.2	Key personnel experience in working with various local and international donors, partners and government entities (max. 10pts)	
3.3	Adequate human resources capacity (max. 10pts)	
Sub-total (maximum 30)		
TOTAL		100

Section 3: Terms of Reference

CONSULTATION - PRE-EVENT (Month 1 - Month 3)

- a. Planning and confirmation of participants package, sponsorship packages and exhibitor packages.
- b. Setup of marketing team to mainly secure sponsorship;
- c. Identifying of potential sponsors and partners to mainly raise funds and technical support (with assistance from CTI-CFF & MOSTI);
- d. CTI-CFF Regional Secretariat to assist with database/network of former and potential participants, audience group;
- e. Setup sales team for (i) sponsors/partners (ii) delegates (iii) exhibitors;
- f. Design of RBF logo and collaterals: teaser flyers, flyers, sponsorship brochure, delegates sales kit, exhibitors sales kit, payment channels;
- g. Teaser video: image/video footage content to be sourced from partners. Work scope to include creative direction, art direction, script writing, professional VO recording, studio rentals, multimedia & video editing works and all related works for the production of video - Teaser: 1.5 to 2 mins; Feature video: 4-5 minutes (to be used at launch and throughout 3-days programme);
- h. Setup website and web campaign; and
- i. Email blasts, sms blasts.

SPONSORS/PARTNERS/EXHIBITORS MANAGEMENT

- a. Setup marketing team
- b. Assist in sourcing leads
- c. Coordinate Sponsors/Exhibitors requirements/arrangements
- d. Sponsors/Exhibitors Agreement
- e. Checklist
- f. Manage deliverables
- g. Creative, design, copywriting & production works pertaining to promotional collaterals
- h. Sponsorship Kit/Presentation Deck
- i. Exhibitors Kit/Presentation Deck
- j. Exhibition booth production, collaterals and liaising between exhibitors, contractors and venue.
- k. Invoicing and payment management

SPEAKER MANAGEMENT

- a. Follow up invitations of Speakers
- b. Speakers Agreement
- c. Coordinate their logistic requirements/arrangements
- d. Distribution of honoraria payments coordination (if any)
- e. Profiles, abstracts and slides submission

PARTICIPANTS REGISTRATION MANAGEMENT

- a. Assist in sourcing/RSVP of delegates/participants;
- b. Set up & manage online registration site
- c. Set up & manage online payments
- d. Assist in delegates and sponsorship invoicing and payments
- e. Send confirmation letters, invoices, and receipts
- f. Production of conference materials
- g. Sharing of presentation materials
- h. Creative, design, copywriting & production works pertaining to promotional collaterals

CONFERENCE MANAGEMENT

- a. Conference hall & other room requirements
- b. AV and Sound & Light equipment
- c. Timeline
- d. Meals and special F&B requirements
- e. Logistic
- f. Checklist, Framework & Running Order
- g. Marketing and promotion
- h. Registration of participants / delegates
- i. Participant conference materials
- j. On-site Services

PROGRAMME MANAGEMENT

- a. Programme Planning and Development
- b. Provision regular work in progress reports
- c. Format and structure the programme so that it flows smoothly and meets participants' needs
- d. Explore delivery options that maximise impact of content
- e. Design and print all promotional materials
- f. Assist in advertising, news release, and media relations
- g. Create and manage event website
- h. Provide photography & video/montage production;
- i. Collect data and statistics of delegates/participants;
- j. Analysis of delegates' surveys/FAQs/feedbacks;
- k. Delegates profiling (database) and statistics for future reference and marketing purpose; and
- l. Provide post event report within 21 days upon completion of event.

PUBLICITY MANAGEMENT

- a. Pre-publicity
- b. Official Launch
- c. On-site publicity
- d. Closing ceremony
- e. Media liaison
- f. Press Releases
- g. Press Articles
- h. Promotional Content
- i. Offline and Online Marketing
- j. Social/Mobile Management, Advertising & Campaign costs
- k. Email/SMS Blasts
- l. Event Official Photography & Videography
- m. Advertising costs

FACILITY MANAGEMENT

- a. Contract negotiations
- b. Meeting rooms
- c. Accommodations (for VIP & Speakers)
- d. AV and meeting equipment and manpower with venue's in-house vendor
- e. Meals, banquets, and special food functions
- f. Media requirements
- g. Exhibit management, signages within venue area
- h. Parking arrangements

ON-SITE SERVICES

- a. Provision and coordination of experienced project team management
- b. Managing set-up, rehearsals and event day(s)

OTHERS

- a. Rental of vehicles

Section 4: Proposal Submission Form¹

[insert: Location]
[insert: Date]

To: CTI-CFF Regional Secretariat
Finance and Administration
Senior Manager

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification; and
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of CTI-CFF Regional Secretariat's Contract for Professional Services (Section 7).

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet]

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that CTI-CFF Regional Secretariat is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that the CTI-CFF Regional Secretariat will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

[Please mark this letter with your corporate seal, if available]

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 5: Technical Proposal

TECHNICAL PROPOSAL FORMAT

Event Management Support for Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) Regional Business Forum 2018 (RBF2018)

*Note: Technical Proposals not submitted in this format may be rejected.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM / ORGANIZATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of Project	Client	Contract Value	Period of Activity	Types of activities undertaken	Status or date completed

SECTION 2: APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.3 Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.4 Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the CTI-CFF Regional Secretariat, including a reporting schedule.

2.5 Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.6 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

Section 6: Financial Proposal²

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Cost Breakdown per Deliverables*

No	Deliverables	% of total price	Price (USD)
	Tranche 1		15,000.00
	Tranche 2		10,000.00
	Total	100%	25,000.00

**Basis for payment of two (2) tranches*

B. Cost Breakdown by Cost Component:

No	Description of Activity	Remuneration per unit of time (USD)	Total Period of Engagement	No. of personnel	Total rate for the period (USD)
1	Personnel Services				
1.1	Personnel 1				
1.2	Personnel 2				
	Sub-total				
No	Description of Activity	Quantity	Unit Cost (USD)		Total (USD)
2	Out of Pocket Expenses				
2.1	Travel Cost				
2.2	Daily Allowance				
2.3	Communications				
2.4	Reproduction				
2.5	Others				
	Sub-total				

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

No	Description of Activity	Quantity	Unit Cost (USD)	Total (USD)
3	Other related Cost			
	Sub-total			
	TOTAL COST			25,000.00

Section 7: Contract for Professional Services, including General Terms and Conditions

SERVICE CONTRACT

(General Services)

[Object of the Contract]

Between the CTI-CFF Regional Secretariat,

represented by *[indicate name]*, *[indicate function]*, acting on behalf of the Executive Director of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat, hereinafter referred to as “the CTI-CFF Regional Secretariat”,

And *[Indicate name of the Service Provider]*

[Indicate Address] represented by *[indicate name of the representative]*, *[indicate function of the representative]*, hereinafter referred to as “the Service Provider”.

Article 1 - Nature of services

The Service Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to perform the list of services reproduced in Appendix 1 to the present contract.

Appendices to the present contract form an integral part of the said contract.

Article 2 – Duration

The Contract enters into force upon its signature by the last of the two parties. It remains valid until the obligations of both parties have been completed.

Article 3 – Obligations of the Service Provider

The Service Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract to supply the deliverables, with due respect for the CTI-CFF Regional Secretariat’s needs and constraints, as contractually defined.

The Service Provider shall supply to the CTI-CFF Regional Secretariat all the warnings and recommendations necessary particularly in terms of quality of services, security and compliance with professional standards. The Service Provider undertakes to inform the CTI-CFF Regional Secretariat as soon as it becomes aware, during the execution of the Contract, of any difficulty that might affect the proper execution of the Contract.

Article 4 – Loyalty and confidentiality

In the performance of the present contract, the Service Provider will only seek or accept instructions from the CTI-CFF Regional Secretariat and CTI-CFF Malaysia National Secretariat – Ministry of Science, Technology and Innovation (MOSTI) and not any other government or any authority.

The Service Provider shall observe the utmost discretion in all matters concerning the Contract, and particularly any service matters or data that have been or are to be recorded that come to the Service Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorized to do so by the Executive Director of the CTI-CFF Regional Secretariat, the Service Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the CTI-CFF Regional Secretariat any information which has not been made public and which has come to the Service Provider's notice as a result of dealings with the CTI-CFF Regional Secretariat. Nor shall the Service Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

Article 5 – Health, social and travel insurance of the Provider's staff

The Service Provider shall undertake all necessary measures to arrange for health and social insurance during the entire period of the performance of work under the contract. The Service Provider acknowledges and accepts in this regard that the CTI-CFF Regional Secretariat shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the Contract.

Article 6 – Disclosure of the terms of the contract

The Service Provider is informed and gives an authorization of disclosure of all relevant terms of the Contract, including identity and price, for the purposes of internal and external audit and to the CTI-CFF Council of Ministers (CTI COM) and Council of Senior Officers (CTI CSO).

Whenever appropriate, specific confidentiality measures shall be taken by the CTI-CFF Regional Secretariat to preserve the vital interests of the Service Provider.

Article 7 – Use of the Coral Triangle Initiative name

The Service Provider shall not use the CTI-CFF's name, flag or logo without prior authorization of the CTI-CFF Regional Secretariat.

Article 8 - Fiscal obligations of the Service Provider

The Service Provider undertakes to observe all applicable rules and to comply with his/her fiscal obligations in:

- submitting an invoice to the CTI-CFF Regional Secretariat in conformity with the applicable legislation, or a request for payment if the Service Provider is not subject to business taxes;
- declaring all amounts received from the CTI-CFF Regional Secretariat for tax purposes as required in his/her country of fiscal residence.

Article 9 – Prices, expenses and mode of payment

In return for the fulfilment by the Service Provider of its obligations under the contract, the CTI-CFF Regional Secretariat undertakes to pay the Service Provider the amounts indicated in **Appendix I** to the present Contract. The applicable tax regime is indicated in the Appendix. These amounts are final and not subject to review. Payments shall be made into the bank account of the Service Provider as indicated in Article 18.

Upon acceptance of the expected deliverable(s) or service(s) by the CTI-CFF Regional Secretariat, the Service Provider shall submit a detailed invoice (or request for payment).

Before accepting the deliverable(s) or service(s), the CTI-CFF Regional Secretariat reserves the right to ask the Service Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.

In the case of event organization, the Service Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Service Provider.

The amounts shall be payable within 60 working days of submission of the documents described in the CTI-CFF Financial Rules and Regulations upon acceptance of the CTI-CFF Regional Secretariat.

The payments for the services to be paid by the Council shall be made as follows:

[insert payment schedule]

The payment for The Service Provider is subject to Article 26 of Indonesian income tax at the rate of 20 % as The Secretariat is based in Indonesia. However, in accordance with the Double Taxation Avoidance Agreement between Malaysia and Indonesia, The Service Provider shall give evidence in form of a Certificate of Residence for the income not to be taxable in Indonesia from her tax revenue board in Malaysia. The Secretariat thus, as required by general Indonesian tax provisions, will withhold income tax in the sum of 0% (zero percent) from The Service Provider.

The said Certificate of Residence form issued by The Directorate General of Tax of The Republic of Indonesia is included as an annex to this contract

Article 10 - Breach and termination of contract

In the event that the Service Provider does not satisfy the conditions laid down in this Contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 11 below, or the services provided do not reach a satisfactory level, the CTI-CFF Regional Secretariat shall consider there to have been a breach of contract and may consequently refuse to pay to the Service Provider, in all or in part, the amounts referred to in Article 9 above.

In the cases described in paragraph above, the CTI-CFF Regional Secretariat reserves further, at any moment and further to prior notification to the Service Provider, the right to terminate the Contract. In case of termination, the CTI-CFF Regional Secretariat shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for services not provided.

The outstanding sums shall be paid to the CTI-CFF Regional Secretariat's bank account within 60 calendar days from the notification in writing by the CTI-CFF Regional Secretariat to the Service Provider regarding the outstanding sums to be paid.

Article 11 - Modifications

The provisions of this Contract cannot be modified without the written agreement of both parties.

Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between the tenderers.

This contract may not be transferred, in full or in part, for money or free of charge, without the CTI-CFF Regional Secretariat prior authorization in writing.

The Service Provider may not subcontract all or part of the services without the prior authorization of the CTI-CFF Regional Secretariat.

Article 12 - Case of force majeure

In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the CTI-CFF Regional Secretariat or the Service Provider to cancel the contract.

In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 working days.

Article 13 - Communication between the parties

Communications shall be done through the contact details indicated below:

For CTI-CFF Regional Secretariat:

Person/function/Department: Finance and Administration Division

Address: CTI-CFF Secretariat Building, CTI Centre, Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi 95254, Indonesia.

Telephone:

Email: regional.secretariat@cticff.org; cc: jasmin@cticff.org

Fax (if relevant): n/a

For the Service Provider:

Person/function/Department:

Address:

Telephone:

Email:

Fax (if relevant):

Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

Mail sent to the CTI-CFF Regional Secretariat using the postal services is considered to have been received by the CTI-CFF Regional Secretariat on the date on which it is registered by the department identified above.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

Article 14 –Acceptance

The provision of deliverables/services referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused, the CTI-CFF Regional Secretariat shall inform the Service Provider accordingly, giving reasons, and may, as the case may be, set at least one further date for the provision of the deliverables.

If acceptance is refused, the CTI-CFF Regional Secretariat may terminate the Contract in all or in part in accordance with the provisions of Article 10.

Article 15 – Changes in the Service Provider's situation or standing

The Service Provider shall inform the CTI-CFF Regional Secretariat without delay of any changes in their address or legal domicile or in the address or legal domicile of the person who may represent them.

The Service Provider shall also inform the CTI-CFF Regional Secretariat without delay:

- if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;

- where the Service Provider is a consortium or similar entity, if there is a change in membership or partnership.

- if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organization, corruption, fraud, money laundering;

- if they are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is not subject to a procedure of the same kind;

- if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;

- if they do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of legal domicile;

- if they are or are likely to be in a situation of conflict of interests.

Article 16 – General obligation to provide advice

The Service Provider recognizes that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations, to the CTI-CFF Regional Secretariat. In this context, the Service Provider shall supply to the CTI-CFF Regional Secretariat all the advice, warnings and recommendations necessary particularly in terms of quality of services and compliance with professional standards. The Service Provider also undertakes to inform the CTI-CFF Regional Secretariat as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

Article 17 - Disputes

All disputes, controversies or differences arising out of or in connection with this Agreement shall be submitted to the Indonesian National Arbitration Centre (Badan Arbitrase Nasional Indonesia-BANI) for resolution by mediation in accordance with the Mediation Procedure of the Indonesian Arbitration centre for the time being in force. The parties agree to participate in the mediation and undertake to abide by the terms of any settlement reached.”

“Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the arbitration procedure of the Indonesian Arbitration Centre for the time being in force. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process or shall be deemed to be in breach of contract.”

Article 18 - Bank details of the parties

CTI-CFF Regional Secretariat

Bank :
Address :
Bank Details (Swift Code) :

Service Provider

Bank :
Address :
Bank Details (Swift Code) :

Article 19 – Governing Law

This Contract shall be governed and construed in accordance with the laws of the Republic of Indonesia as the Host Country in which the Regional Secretariat of CTI-CFF reside without regards to the conflicts of law provisions of any jurisdiction.

Article 20 – Anti Corruption

Anti-Corruption

The Service Provider declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal practice, has been or will be made to anyone by the Service Provider, either directly or indirectly, as an inducement or reward for the award or execution of this Contract. Any such practice is grounds for terminating the contract or taking any other corrective action as required.

The Service Provider shall declare in writing to the Regional Secretariat if the Service provider, its officers, employees or independent contractors included in the project:

- 1) were convicted during a period of three years prior to the signing of the contract by a court of law in Malaysia or in any other jurisdiction for an offence involving bribery or corruption, or
- 2) are under sanction for an offence involving bribery or corruption, imposed by a government, a governmental organization or an organization providing development assistance.

The Service Provider shall require its subcontractors to declare to the Service Provider in writing if they or any of their officers, employees or independent contractors involved in the project:

- 1) were convicted during a period of three years prior to the submission of the Project proposal by a court of law in Malaysia or in any other jurisdiction for an offence involving bribery or corruption, or
- 2) are under sanction for an offence involving bribery or corruption, imposed by a government, a governmental organization or an organization providing development assistance.

The Service Provider shall make such declarations it receives from its subcontractors known to the Regional Secretariat by providing the Regional Secretariat with a copy of such declarations.

The Regional Secretariat may terminate this contract forthwith for default where it is found that the Service Provider has made a false declaration.

Date, place and signatures of the parties

Signed in two original counterparts,

On behalf of the CTI-CFF Regional Secretariat

On behalf of the Service Provider

Name ►

Name ►

Position ►

Position ►

Place ►

Place ►

APPENDIX 1 – NATURE OF SERVICES/DELIVERABLES/TERMS OF REFERENCE

Background

[Insert text]

Description of the expected services/deliverables

Prices are indicated in [Euros OR [specify other currency] [net fixed amount/VAT inclusive/VAT exclusive].

Services/Deliverables expected ▼	Date due ▼	Quantity ▼	Unit prices ▼	TOTAL ▼
[XX]	[XX]	[XX]	[XX]	[XX]
[XX]	[XX]	[XX]	[XX]	[XX]
[XX]	[XX]	[XX]	[XX]	[XX]
[XX]	[XX]	[XX]	[XX]	[XX]
[XX]	[XX]	[XX]	[XX]	[XX]
[XX]	[XX]	[XX]	[XX]	[XX]
TOTAL ►				[XX]

TO BE KEPT AND COMPLETED IF CERTAIN QUANTITIES MAY VARY:

The quantity of [indicate the deliverables for which the quantity may vary] may be decreased by the CTI-CFF Regional Secretariat up to [XX] working days before the due date, with no extra costs to be charged by the Service Provider. Any variation made once this time limit has passed will give rise to a payment corresponding to the last quantity agreed on between the parties, unless the parties agree otherwise in writing.