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**Pacific  
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## REQUEST FOR PROPOSALS

**RFP No. :** SPC RFP17/009

**DATE :** 25 January 2016

**SUBJECT: REQUEST FOR PROPOSAL** – Performance review of the Fisheries, Aquaculture and Marine Ecosystems Division of SPC

You are invited to submit a proposal to carry out specific tasks as outlined in the Terms of Reference (Annex II).

To enable you to submit a Proposal please find enclosed:

- Annex I:** Instructions to bidders (Annex 1)
- Annex II:** Terms of Reference, containing a description of SPC's requirements for which these services are being sought (Annex II)
- Annex III:** SPC General Terms and Conditions for Contract for Professional Services (Annex III)

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

Yours Sincerely,

Akhilesh Prasad

**Acting Administration Manager**

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.  
Country office: Honiara, Solomon Islands.

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**ANNEX I**

**INSTRUCTIONS TO BIDDERS**  
*Request for Proposal (RFP) no: 17/009*

**1. Submission of Proposals**

1.1. All proposals submitted together with all correspondence and related documents shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the translated document will be used for evaluation purposes. All proposals should be in Word or pdf format. Please note that the maximum size attachments SPC can receive is 10Mb.

1.2. All prices in the proposals must be presented in **Euros**.

1.3. Any proposal received after the submission date will be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

1.4. Proposals should include:

- a. An understanding of the assignment;
- b. A brief outline of the proposed approach to the review (up to 2 pages);
- c. Short CVs or biographies of each team member (up to 1 page per person);
- d. Confirmation of availability and capacity to undertake the review within the designated timeframe;
- e. Examples of relevant work, including past organisational reviews at a similar scale (FAME has 75 staff and an annual expenditure of about 15 million USD);
- f. Costs – funded to a maximum of €100,000 (euro) to cover the full cost of the review including consultant fees, all travel expenses and allowances, and all research and fieldwork expenses; and,
- g. Contact details.

**2. Evaluation Criteria**

Criteria	Weighting (%)
Criteria 1: Understanding of the aid and development sector in the Pacific region	10
Criteria 2: Technical skills and demonstrated experience in undertaking organisational reviews and programme evaluations, including the application of appropriate approaches, methods and tools	35
Criteria 3: Understanding of the Pacific region fisheries sector	25
Criteria 4: Undertaking applied research in an ethical and collaborative manner	10
Criteria 5: Cultural sensitivity and excellent communication and facilitation skills	10
Criteria 6: Delivering high quality, user-focused reporting in a timely manner	10

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### 3. Request for further information

Queries or questions are to be emailed to the Procurement section at [procurement@spc.int](mailto:procurement@spc.int), mentioning clearly the RFP n° (RFP17/009).

### 4. Award of Contract

4.1. SPC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.

4.2. Please note that the SPC General conditions of contract (Annex III) are not negotiable.

### 5. SPC's right to vary requirements at time of award.

SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 6. Closing date for proposals

Proposals should be emailed to [procurement@spc.int](mailto:procurement@spc.int) with the heading 'RFP 17/009'.

**All proposals should reach the Pacific Community  
before 6.00 pm Noumea time, Wednesday 22 February 2017.**

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ANNEX II

## TERMS OF REFERENCE

*Request for Proposal (RFP) no: RFP 17/009*

### **A. Project Title:**

PERFORMANCE REVIEW OF SPC FISHERIES, AQUACULTURE, AND MARINE ECOSYSTEMS (FAME) DIVISION OF SPC.

### **B. Project Description**

#### *B.1. Background*

As one of SPC's oldest Divisions, the Division of Fisheries, Aquaculture and Marine Ecosystems (FAME) has been providing scientific and technical expertise to support fisheries management and sustainable development in the Pacific for over 60 years. The goal of the Division is that the fisheries resources of the Pacific region are sustainably managed for economic growth, food security and environmental conservation.

FAME Division is composed of two programmes: the Oceanic Fisheries Programme (OFF) and the Coastal Fisheries Programme (CFP). Working with all 22 Pacific island countries and territories (PICTs), FAME Division has strong partnerships with regional (as the WCPFC data and scientific services provider), sub-regional and national entities working in the fisheries sector. FAME Division staff are based in New Caledonia, Fiji, Vanuatu and Kiribati, with most of its 75 staff being based in New Caledonia.

FAME Division provides high quality oceanic fisheries science and research on behalf of the region. The Forum Fisheries Agency (FFA) is charged with utilising this for members in fisheries management advice. In support of this the Forum Fisheries Committee meets every year and provides high level guidance on the focus areas of research. In coastal fisheries, the Division provides technical assistance and advice on coastal fisheries science, management, the strengthening of governance structures, and sustainable aquaculture and small-scale nearshore fisheries development. In support of this, a Heads of Fisheries meeting is held every two years to provide guidance for FAME Division's work plans and activities, oceanic and coastal, so they align with and support the priorities and aspirations set by the PICTs members. In addition, external independent review as well as targeted internal reviews have been undertaken of FAME Division's activities, structure and direction to ensure it remains current and focused on country needs.

The last strategic review of the SPC fisheries programme was carried out 9 years ago. In 2008 the then SPC Marine Resources Division (MRD) was reviewed to assess the performance of MRD Division with the intention to:

- i) help SPC to develop more effective Programmes and Strategic Programme Plans to allow Pacific Island Countries and Territories (PICTs) to maximise the sustainable contributions of fisheries and aquaculture to economic growth, food security and livelihoods; and,
- ii) assess and recommend changes to the MRD functions, management, staffing, methods of service delivery and structure to support the revised Programmes.

The 2008 review recommended changes to the MRD's work programme and the name change from MRD to FAME Division.

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The last internal review was undertaken in 2015 and focused on the roles and effectiveness of the FAME Division Information Section. The review focused on (a) to what extent does the FAME Division Information Section deliver effective, efficient and relevant services for its key stakeholder groups? Including strengths, weaknesses, challenges and opportunities; and (b) what is the recommended structural option in light of the review findings? Including qualitative evidence and return on investment analysis. The review recommended to improve the awareness of services with PICTs and others, review options for cost recovery and increase communication capacity, particularly in relation to the communication of information produced, promotion of FAME Division activities and donor visibility, the potential of mobile, online, social media and video platforms for both information and communication activities and a key communications contact point for the FAME Division.

There have also been important internal changes within FAME Division that took place in 2015 and 2016 which demonstrated FAME Division's ethos of continual improvement to its services. These included the establishment of the FAME Division Monitoring, Evaluation and Learning (MEL) position; alignment of the coastal fisheries program to the *New Song for Coastal Fisheries – pathways to change strategy* to strengthen FAME Division's focus on assisting PICTs with development of coastal fisheries management and aquaculture policies, coastal fisheries monitoring, control and surveillance, and reviewing of coastal fisheries and aquaculture legislations; transition of the FAME Division strategic plan to FAME Division business plan linked to the SPC Corporate strategic plan; internal FAME Division prioritisation process in response to the SPC budget deficits; merging of the Fisheries Monitoring and Ecosystem Monitoring and Analysis sections in OFP; and, strengthening of the FAME Division cost recovery business model for a number important service orientated deliverables.

### *B.2 Purpose of the Performance Review*

The purpose of this review is to:

- i) assess FAME Division's current performance levels, structure and business model, and its general "*fitness for purpose and role*" within its regional context and the strategic direction of the SPC, and to consider how it should be adapting to a changing operating environment;
- ii) identify strengths, weaknesses and priority areas for improvement or strengthening as well as any identified gaps that need addressing;
- iii) provide insights and recommend strategic directions to better enable FAME Division to respond to identified challenges that it will face in the next five to ten years; and,
- iv) provide the above advice in line with SPC's corporate strategic plan ([link](#)), draft FAME Division business Plan and the overall SPC prioritisation process.

### *B.3 Approach*

The review will draw on the recent experience of other Divisions within SPC who have also undertaken independent reviews utilising an evaluation and review process known as the "Performance Improvement Framework". In addition to assessing agencies' current levels of performance, these reviews were designed to identify areas for improvement and issues that need to be worked on in order for the Divisions to respond to the challenges of the medium to long term.

The review will comprise of two main stages:

- i) an external review undertaken by an independent review team, including interviews with a number of staff and key internal and external stakeholders listed below and analysis of documentation; the independent review will also include a self-review component in which FAME staff will assess the capacity and performance of the Division through a survey methodology; and,
- ii) a management response by FAME Division and the SPC to the observations, suggestions and recommendations made by the reviewer.

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The review will take place from March to July 2017. A self-review will be undertaken primarily during March 2017 on the basis of a questionnaire prepared by the reviewers for FAME staff to complete.

The information provided to the reviewer will be treated as confidential. Although use will be made of the feedback received, no comments will be attributed to individual staff members or stakeholders, with confidentiality being protected so as to ensure respondents cannot be identified through comments published.

The self-review is designed to help FAME assess its own “fitness for purpose” in terms of its role and purpose, capacity, culture and current business model. It is important that, in making their assessment, management and staff not only take a critical look at FAME’s current performance levels but also identify the changes needed for FAME to respond to the challenges that it will face in the medium to long term.

### C. Scope of Work

In order to ensure that the external review encompasses a comprehensive coverage of the FAME Division work and impacts of types of FAME Division services provided at the sub-national, national, sub-regional, and regional levels, the scope of the review will cover:

- 1) The FAME Division’s “*fitness for purpose and role*” in relation to the:
  - Current FAME Division organizational structure;
  - FAME Division business plan and core functions;
  - The SPC Corporate Strategic Plan;
  - The SPC New Song for Coastal Fisheries Pathways to Change Strategy;
  - The Future of the Pacific Islands Fisheries Roadmaps;
  - Other strategic documents such as the Aichi targets and SDG 14, that affect oceanic and coastal fisheries and the potential role and responsibility of FAME Division;
  - The needs and aspirations of the Pacific island countries and territories; and,
  - The SPC corporate context and prioritisation process.
  
- 2) The FAME Division’s performance in relation to the:
  - Effectiveness and efficiency in performing its core functions;
  - Impact on key result areas in fisheries (both Coastal and Oceanic) at the regional, sub-regional, national and sub-national levels;
  - Organizational health, including leadership, workforce development, staff management and engagement, values, culture and behavior;
  - Approach to management of data, information and communication with reference to its different audiences;
  - Program planning, knowledge and evaluation systems;
  - Relationships with other SPC Divisions, key stakeholders, other agencies and institutions, NGOs, PICTs and donor partners listed under **Section K**;
  - Linkages within SPC at the strategic, operational and shared services levels;
  - Main internal and external impediments to enable optimal performance; and,
  - Performance and ability to manage its assets, finance (including cost recovery), contracts, information and risks.



- 3) Capacity of the FAME Division to respond to medium and long-term challenges:
- How FAME Division is and should position itself for the challenges and changes foreseen over the next five to ten years.

#### **D. Expected Outputs.**

The consultant/s will be required to:

- i) Develop the external review methodology / framework, including any interview schedules and surveys that will be utilised as well as the analysis plan;
- ii) Undertake a desktop review to review relevant corporate documents and past FAME evaluations and reviews;
- iii) Undertake field work with key stakeholders including:
  - Conduct meetings, interviews and meetings with the SPC SLT members
  - Coordinate a self-review survey for FAME Division staff (both Suva and Noumea based staff);
  - Take full advantage of the 10<sup>th</sup> Meeting of the Heads of Fisheries as well as conducting other separate interviews to obtain the views of PICTs, donor partners, counterpart CROP agencies, CSO, NGOs including other important key stakeholders (e.g. the WCPFC Secretariat, PNA Office) on FAME's performance and the state of its external relationships;
  - Travel to Samoa, Marshall Islands, Pohnpei (FSM), Solomon Islands, and one or 2 other countries selected by the consultants to interview senior government officials of the Ministry of Foreign Affairs and national fisheries institutions, including relevant regional and subregional organizations listed under **Section K** that are located at each of the respective countries; and,
  - Consultations and discussions with the other key external stakeholders identified under **Section K** of the ToR.
- iv) Produce a comprehensive review report that utilises all data sources to provide the following advice and recommendations:
  - Examine the state of FAME Division's linkages within SPC at the strategic, operational and shared services levels;
  - Assess FAME Division's level of performance and capacity against its agreed objectives, identify internal and external factors that inhibit the Division from fulfilling its mandate; and,
  - Provide advice and recommendations on areas for improvement and gaps so that FAME Division might lift its performance, including identifying potential and critical issues that need to be addressed in order for the FAME Division to respond to the challenges of the next five to ten years.

The review is to be undertaken in line with the Australasian Evaluation Society Code of Ethics and Professional Practice ([link](#)) and the Evaluation Standards for Aotearoa New Zealand ([link](#)).

#### **E. Dissemination of Results**

The final report, once received by the reviewers, will be disseminated at the discretion of the Director of FAME.

#### **F. Institutional Arrangement**

The review of FAME has been commissioned by the Director of FAME, and will report to the Director General of the Pacific Community.



## G. Period of the Consultancy

It is planned that this consultancy will be carried out over the period 6 March to 31 July 2017. The days of work for the reviewers will be specified in their contracts.

Proposed review timeline	Due date
Advertising for RFP (Request for Proposals)	25 January 2017
Deadline for submissions	22 February 2017
Selected consultants notified	27 February 2017
Review start date	6 March 2017
Heads of Fisheries meeting in Noumea	13-17 March 2017
Regular email updates	Ongoing
Short progress report submitted	30 April 2017
Draft report submitted	30 June 2017
Final report incorporating feedback submitted	31 July 2017

## H. Duty Station

The Reviewer/s will work in their own office, and will also be expected to undertake the following travels during the above review time period:

- i) 2 trips to Noumea, New Caledonia – first trip for the Heads of Fisheries meeting (13-17 March) to interview national representatives, and to meet with Noumea based SPC SLT members and FAME Division staff (10 days), and the second trip to debrief and report back to the Director General of the Pacific Community (2 days);
- ii) Travel to Fiji to meet with Suva based SPC SLT members and other stakeholders including Suva based regional organisations and donor partners listed under **Section K** and direct recipients of FAME support and services at the community level (5 days); and,
- iii) Travel to Samoa, Marshall Islands, Pohnpei (FSM), Solomon Islands, and one or 2 other countries selected by the consultants, to meet with senior government officials of the Ministry of Foreign Affairs and national fisheries institutions, including relevant regional and subregional organizations listed under **Section K** that are located at each of the three respective countries.

## I. Qualifications of the Successful Contractor

Selection of suitably experienced consultants to undertake the FAME Division Performance Review will be based on the following required skills and experience:

- i) Understanding of the aid and development sector in the Pacific region;
- ii) Technical skills and demonstrated experience in undertaking organisational reviews and programme evaluations, including the application of appropriate approaches, methods and tools;
- iii) Understanding of the Pacific region fisheries sector;

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- iv) Undertaking applied research in an ethical and collaborative manner;
- v) Cultural sensitivity and excellent communication and facilitation skills; and,
- vi) Delivering high quality, user-focused reporting in a timely manner

The exact composition and division of skills and work among the proposed team is to be decided by the team and should be identified in the expression of interest (EOI).

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

### J.1 Budget

Total approved budget allocated for the FAME Division performance review is **€100,000 (euro)**. This budget is to cover the full cost of the review including consultant fees, all travel expenses and allowances, and all research and fieldwork expenses.

### J.2 Schedule of payments

Payment will be made upon receipt of invoices in line with the agreed payment schedule below. The estimated total number of days to be worked by each reviewer, including for the country visits indicated above, will be specified in the contracts.

Milestones/outputs	Deadline (date)	% Payment (Euro)
Upon signature of contract and the provision of an invoice	06 March 2017	20%
Short progress report after country visits to inform on progress of the work and the provision of an invoice	30 April 2017	30%
Draft final report provided for SPC review and feedback and the provision of an invoice	30 June 2017	20%
Reviewers to finalise and submit final report within ten working days of feedback being received and the provision of an invoice	31 July 2017	30%

## K. List of Key Stakeholders to be interviewed by the Reviewer/s

1. SPC Senior Leadership Team members (both Suva and Noumea based);
  2. FAME Division staff and other senior SPC staff from other divisions (both Suva and Noumea based);
  3. Fisheries representatives (both coastal and oceanic - preferably heads of fisheries) from all SPC member countries and territories;
  4. Heads/representatives of CROP Agencies, such as FFA, SPREP, and PIF;
  5. Head/representative of the FAO sub-office in Apia;
  6. Head and staffs (ROP, VMS, Compliance, etc) of WCPFC Secretariat;
  7. Head/representative of the PNA Office;
  8. Head/representative of MSG;
  9. Coordinator/representative of TVM;
  10. Representatives of the following key donor agencies, collaborative regional partners and NGOs – DFAT, MFAT, MPI, ABARE, ACIAR, EU, World Bank, GIZ, WorldFish, ISSF, USA – NOAA, PEW, Conservation International, WWF, TNC, and LMMA.
- i) Representatives of the following key academic, and research institutions – USP, QUT,

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ANCORS/Wollongong University, NIWA, CSIRO, and IRD.

11. At least 3 representative of the PITIA
12. Direct national and community recipients of FAME support and services (e.g. recipients of capacity development and technical assistance undertaken by FAME Division staff)
13. Other relevant regional stakeholders such as FPF.

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## **ANNEX III**

### **SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

#### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

#### **2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

#### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

The Contractor shall not discriminate against any Staff of SPC, their employee, traveler, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

#### **4. SPECIFIED PERSONNEL**

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

#### **5. ASSIGNMENT**

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

#### **6. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

#### **7. OFFICIALS NOT TO BENEFIT**

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

#### **8. INDEMNIFICATION**

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

#### **9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the

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Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

**10. ENCUMBRANCES/LIENS**

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

**11. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

**12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

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

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

**14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be

delivered only to SPC authorised officials on completion of work under this Contract.

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

**15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

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

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

**16. TERMINATION**

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

16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs

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incurred by the Contractor prior to receipt of the notice of termination.

- 16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

## 17. SETTLEMENT OF DISPUTES

### 17.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

### 17.2. Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## 18. PRIVILEGES AND IMMUNITIES

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

## 19. TAX EXEMPTION

- 19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for

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its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

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

## 20. CHILD LABOUR

- 20.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 20.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

## 21. HUMAN RIGHTS

- 21.1 The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.
- 21.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).
- 21.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 21.4 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

## 22. OBSERVANCE OF THE LAW

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

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**23. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.

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