



## REQUEST FOR PROPOSAL

**RFP No. :** RFP18/067  
**DATE:** 19 November 2018

### **SUBJECT: REQUEST FOR PROPOSAL- Provision of tuna tagging charter services**

You are invited to submit a proposal for the provision of tuna tagging charter services, to the Pacific Community (SPC).

To enable you to submit a proposal for the services, please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Statement of needs, containing a description of SPC's requirements for which these services are being sought
- Annex III:** Proposal submission form
- Annex IV:** Technical proposal submission form
- Annex V:** Financial proposal submission form
- Annex VI:** SPC General Terms and Conditions of Contract for Professional Services

**Please note that these General Terms and Conditions of Contract are not negotiable.**

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

Yours sincerely,

Akhilesh Prasad  
**Manager, Procurement, Grants,  
Risk, and assets**



**ANNEX I**

**INSTRUCTIONS TO BIDDERS**  
**Request for Proposal (RFP) no: 18/067**

*Request for Proposals RFP18/067.*

**1. Submission of Proposals:**

1.1 Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical proposal submission form including:
  - A letter of interest with brief description of the company as well as and its expertise area(s),
  - An explanatory note as to how you think your skills and experience will match the scope and requirements of the RFP (maximum 6 pages), including clear responses to SPC competency requirements.
- c. Annex V: Financial proposal submission form

1.2 Proposals must be received at the Secretariat of the Pacific Community (SPC) office at the address mentioned below (1.4) on or **before midnight (Noumea time) on 14 December 2018**. 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 SPC at its own initiative or in response to a clarification requested by a prospective bidder.

1.3 Any proposal received by SPC after the deadline for submission of proposals, will be rejected.

1.4 All Proposals submitted together with all correspondence and related documents shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for evaluation purposes.

1.5 Proposals should be emailed to [procurement@spc.int](mailto:procurement@spc.int), with the heading "**RFP 18-067 Provision of tuna tagging charter services**".

1.6 The electronic submission procedures shall be:

- a. Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject;
- b. Send in a second e-mail the financial proposal and related document(s). The opening of this second email shall be protected by a password to be given to the Client (procurement) upon request at the time of the financial evaluation.

**2. Clarification or Request for Additional Information:**

2.1 Any request for clarification or additional information shall be sent to [procurement@spc.int](mailto:procurement@spc.int).



2.2 Any written reply or clarification to a particular enquiry may be copied concurrently to all other bidders, at SPC's discretion.

2.3 The deadline for seeking clarification or seeking addition information on the bidding document or process is **Friday 7 December 2018**.

### 3. Modification and withdrawal of Proposals

3.1 No proposal may be modified subsequent to the deadline for submission of proposals.

3.2 No proposal may be withdrawn after the deadline for submission of proposals.

### 4. Validity of Proposal:

4.1 Your proposal shall be valid for 120 days from the deadline for submission. SPC will make its best effort to finalise selection within this period.

4.2 All costs relating to preparation, collation and submission or delivery of the proposal and any other related document or travel expense will be borne by the bidder.

### 5. Evaluation Criteria

5.1 A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being reviewed and compared. Financial proposals will only be reviewed for submissions that passed the minimum technical score of 70% of the total obtainable score.

5.2 The Technical portion of the proposal will be evaluated using the following criteria:

Summary of Technical Competencies	Score Weight	Points Obtainable
Vessel characteristics	30 %	18
Experience in providing charters of commercial tuna fishing vessels	20 %	12
Officers and crew	20 %	12
Fishing gear	10 %	6
Electronic gear	10 %	6
Scientific staff requirements	10 %	6

5.3 The financial component of the proposal will be scored 40 % of the total possible evaluation score.



## 6. Award of Contract

6.1 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.

6.2 The initial appointment under the preferred supplier arrangements (using SPC template) will be for one (1) year with a possible extension for another three (3) years upon satisfactory performance by the service provider. The performance of the contractor will be monitored and regular service audits will be carried out by SPC.

6.3 SPC also reserves the right to award only a portion of the requirements and to award separate or multiple contracts for the elements covered by this request for proposal (RFP) in any combination it may deem appropriate, at its sole discretion.

6.4 **The SPC general conditions of contract (Annex VI) are not negotiable.**

## 7. 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.

**STATEMENT OF NEEDS**

**Request for Proposal (RFP) no: RFP 18-067**

*Request for Proposal RFP/ 18-067.*



The Pacific Community (SPC, hereinafter referred to as the Charterer) invites proposals for the charter of a commercial pole and line-fishing vessel for a tuna tagging cruise to be conducted in the second half of 2019, ideally during the period 15 June-15 October. The principal area of operation will be the equatorial Western and Central Pacific Ocean between 10°N and 10°S and between 180° and 130°E.

The charter will involve approximately 50 to 60 working days at sea and may be extended by up to 5 additional working days at the discretion of the scientific cruise leader in consultation with the captain.

Special attention will be directed toward the tagging of skipjack and yellowfin tuna either in free schools or in association with floating objects, such as drifting fishing aggregation devices (FADs). The equipment for post-capture handling of these fish which is not normally carried on boats of this type will be furnished by the Charterer.

The Charterer will secure all necessary permissions to operate in the Exclusive Economic Zones (EEZs) of its members and on the high seas in the WCPO.

The vessel may depart from any convenient port in the vicinity of the tagging grounds (hereafter referred to as “the designated port”; however, proximity to the operational areas will be a factor in the selection of the successful bid. At the end of the charter period the vessel will proceed directly to the designated port or, by prior agreement, to another port.

Payment will be made on a daily rate basis, calculated from the date and time of departure from the designated port and the date and time of return to the designated (or other agreed) port. Payment for days during which the vessel fails to perform because of any failure on the part of the contractor (e.g. mechanical failure, crew with appropriate tickets unavailable) will be paid at the contracted rate for only the portions of those days during which work is performed.

**Background**

The aim of the charter is to conduct tagging of tunas (primarily skipjack, but also yellowfin and bigeye tuna on an opportunistic basis), using a pole-and-line vessel to catch, tag and release fish, to provide information on tuna movements, exploitation rates, growth and FAD association dynamics. Biological sampling of untagged tunas will be undertaken on an opportunistic basis.

The exact dates and ports of departure/return will be agreed with the successful applicants prior to contract signature.



## 1. Vessel characteristics

The chartered vessel will be a medium sized (150 to 250 GT), fully manned and fully effective commercial pole and line tuna fishing vessel, employing standard baiting (e.g. stick-held dip net) and tuna fishing techniques, but able to adapt fishing strategies to meet project objectives.

The vessels must be capable of accommodating at least four tagging work stations, suitable for the capture and tagging of small (< 5 kg) to medium-sized (~25 kg) tuna, to be manned by scientific personnel in cooperation with fishing personnel. All tagging equipment will be provided by the scientific team.

The proposal must specify that the vessel will be in approved survey at the time of charter, with all required safety equipment current and carried. All machinery and equipment needs must be operational and in a well maintained condition (and with an appropriate inventory of spare parts). Vessel insurance for the duration of the charter is the responsibility of the Contractor.

The proposal should also specify that the following conditions can be met:

- a) A minimum cruising speed of 9 knots
- b) A minimum operational range of 4,000 nautical miles with an autonomy allowing at least 20 days cruising
- c) A sufficient freshwater capacity, preferably supplemented by a water maker, such that a provision of 75 litres per person per day can be maintained for at least 14 days
- d) A minimum bait tank capacity of 70 cubic metres is required, in the form of at least six bait wells, and capable of carrying at least 300 standard buckets of tropical bait species in good condition for extended periods, with complete water renewal every 20 minutes
- e) Freezer storage capacity of at least 20 tons is required at –15C or below, after initial brine chilling
- f) Sufficient freezer space for the storage of frozen bait, food and a small volume of biological samples
- g) All necessary spare parts for vessel machinery shall be carried or be readily available (inventory in port to be identified at the time of the pre-contract inspection)
- h) That the vessel will be equipped with a comprehensive first aid kit, antibiotics and pharmaceuticals suitable for large commercial fishing vessels operating on the high seas
- i) The vessel will be equipped with an auxiliary dingy, inflatable raft or other watercraft suitable to assist the main vessel while operating in close proximity to moored buoys or drifting FADs; and
- j) The vessel shall be equipped with saltwater deck hoses of 1" diameter fitted with valves to allow rapid adjustment of flow volume. These hoses shall be positioned so as to allow access to all tagging stations for wash-down and irrigation of tuna during tagging operations.

## 2. Fishing gear

The ability to vary fishing methods to meet project objectives, working cooperatively with scientific personnel, is essential. Preference will be given to proposals that can demonstrate this ability. The vessel will provide the following fishing gear:



- a) The vessel shall be fully equipped for pole-and-line fishing in tropical western Pacific conditions, with appropriate fish location equipment, including hard binoculars, bird radar and preferably sonar
- b) The vessel shall carry and be experienced in the use of standard stick-held dip net (bouke ami), typically 35m by 25m of 4mm mesh, and adequate repair material, bamboos and net weights shall be carried
- c) One dinghy, approximately 4m FRP or similar and equipped with a reliable outboard motor, shall be carried, and stored onboard, able to be deployed as a light boat and for general purpose use
- d) At least three underwater lights, linked to rheostats, will be carried as standard equipment, with adequate spares; and
- e) The vessel should provide an assortment of standard tuna fishing gear, including poles of varying strength, assorted jigs, lines, swivels, weights, hooks and gloves (any specialized additional fishing gear would be provided by the Charterer).

### 3. Electronic gears

The proposal should specify the following electronic equipment is available and functioning:

- a) A functional internet-based email communications system for routine contact with the Charterer during the charter, and a satellite phone for emergency communication
- b) SSB and VHF radios
- c) 2 GPS units including one with a plotter
- d) Radar (48 nautical miles range minimum), bird radar would be an advantage (72 nm)
- e) One or more echo sounders shall be installed, with at least one of the sounders a high resolution color sounder with a depth range of at least 1000m
- f) A sea surface temperature gauge
- g) Sonar equipment would be an advantage, but is not required; and
- h) The vessel shall have a functioning Automatic Location Communicator and be reporting to the Forum Fisheries Agency Vessel Monitoring System.

### 4. Crew specifications

Proposal should specify that:

- a) The vessel be manned by a minimum of 8 officers – a master, fishing master, two deck officers and three qualified engineering personnel. The master will require a minimum of a Class 3 master's certificate, able to operate internationally





- b) The fishing master will have demonstrated pole and line tuna fishing skills, including making bait, and display a willingness to develop innovative fishing techniques
- c) A maximum of 22 experienced crew (exclusive of officers), preferably with seamen's books and appropriate safety certification, will be carried. Note that all crew must be holding a current passport at time of voyage departure
- d) A crewman will have the responsibility as the cook and for preparation of the meals throughout the voyage; and
- e) All officers and crew are covered by an appropriate insurance policy, which covers, inter alia, medical costs in the event of sickness or injury, medical evacuation, disability resulting from injury and loss of life.

## 5. Scientific staff requirements

Proposals should specify that:

- a) Accommodation for up to six scientific staff of the Charterer will be supplied, to an agreed standard, in at least two cabins
- b) Accommodation will at a minimum incorporate operating and effective air-conditioning, bunks 2 metres in length with new clean suitable mattresses, bunk lights, storage cupboards (gear and personal effects) and a suitably covered floor, and, an additional bunk may be supplied in the bridge, for occasional use
- c) Suitable waterproof working office space at an appropriate place on the deck, fitted with air-conditioner, bench and storage space, electrical outlets (220/110V), windows and suitably insulated walls, with minimum 5 m<sup>2</sup> floor space (see an option in Vessels modifications chapter)
- d) The Contractor shall make necessary messing arrangements (see also 4 d)
- e) The galley shall be fitted with a table for seating 6 or more persons at any one time and equipped with cooking equipment including stove top, electric frying pan, rice cooker, microwave, toaster, refrigerator, dishes, and cooking and eating utensils manned by a specialist cook or cooks
- f) A hand-basin and tap will be supplied and installed at a convenient location on the stern deck; shower and toilet facilities of a high standard will be provided in an area adjacent to the galley; and
- g) The vessel living and eating areas will consist of clean freshly painted surfaces, be maintained in a vermin-free condition, and routinely cleaned during the charter period.





## Vessel modifications

Modifications to the vessel may be made by mutual agreement prior to the project commencement or at any time during the project. The cost of any modification (and subsequent restoration to the unmodified state, as required) would be included in the contract price.

Modifications may include:

- Construction and fitting of a removable safe and sound working office on an appropriate place on the deck, fitted with air-conditioner, bench and storage space, electrical outlets (220/110V), windows and suitably insulated walls, with minimum 5 m<sup>2</sup> floor space; and/or
- Modifications to one or more bait tanks, to improve bait survival, may be undertaken, by mutual agreement.

Any costs required to address defects and to bring existing conditions to an acceptable standard would be borne by the Contractor and deemed to be included in the contract price. A pre-contract inspection will occur in February 2019. A defects list will be prepared at that time for the Contractor to resolve satisfactorily in advance of the research voyage. A final inspection will be undertaken immediately prior to the research voyage and a defects list (if any remain) will be prepared and the Contractor will be required to rectify any such defects prior to final acceptance of the vessel for charter and departure.

## Charter and operational details

The port(s) of commencement and conclusion for the charter period shall be port(s) located in the western and central Pacific region within reason proximity of the operational areas of the cruise.

Preparation of the vessel to comply with these Terms of Reference shall occur prior to activation of the charter contract. The Charterer will bear the costs of any staff time or materials required for preparation of the vessel for tagging operations, i.e. any costs over and above preparation for normal commercial fishing activities. Such costs will be reimbursed on presentation to the Charterer of an invoice.

The Charterer shall arrange for fishing authorization within the 200 nautical mile Exclusive Economic Zone (EEZ) of any country planned to be visited during the charter and provide documentation of such authorization to the Contractor before the commencement of the charter. The Contractor shall ensure that all operations within the involved EEZ are consistent with any conditions associated with such authorization.

The Contractor shall ensure that all other permits required by its Flag State are in order and are carried on the vessel for the duration of the charter. In particular, the vessel must have a current high seas fishing permit issued by the Flag State authority.

The vessel owner shall appoint an agent in the visited countries who shall make best efforts to ensure efficient bunkering, victualling and other services required for the operation of the vessel away from home port.

Cruise planning and fishing operations will be under the direction of the scientific cruise leader, in consultation with the captain/fishing master.

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Vessel and crew safety and maintenance of an efficient state shall remain the responsibility of the captain at all times, in consultation the scientific cruise leader.

All captured fish are owned by the charterer. Fish surplus to tagging and biological sampling requirements may be utilized at the discretion of the Contractor, in consultation with the scientific cruise leader, as long as the scientific objectives of the charter are not compromised.

Port, fuel and food costs will be borne by the Contractor, and should be included in the charter price. Baitfish access and any fishing dues payable will be borne by the Charterer.



**ANNEX III**

**PROPOSAL SUBMISSION FORM**

*Request for Proposal RFP 18-067.*

**To: The Tuna Tagging Charters RFP Committee  
The Pacific Community  
Noumea – New Caledonia**

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Company Name

.....

Position of Representative

.....

Name of Representative

.....

Signature of Representative

.....



**ANNEX IV**

**TECHNICAL PROPOSAL SUBMISSION FORM**

*Request for Proposal RFP18/067.*

**Part A – Organisation Background**

<b>Registered name of the Organisation:</b>	
<b>Year established:</b>	
<b>Full Physical Address:</b>	
<b>Postal Address:</b>	
<b>Telephone contact:</b>	
<b>Fax number:</b>	
<b>Email address:</b>	
<b>Contact person:</b>	
<b>Number of employees:</b>	
<b>Proprietor's/managing owner's details:</b>	
<b>Vessel name:</b>	
<b>Port(s) of departure and return of the vessel:</b>	
<b>Experience in providing charters of commercial tuna fishing vessels to other International Organisations in the Pacific area. Please provide details, expanding as necessary :</b>	
<b>Experience in providing charters of commercial tuna fishing vessels to other major clients. Please provide details:</b>	
<b>Date signed:</b>	



### Part B – Service Guarantees

Description of how your proposal meets or exceeds the requirements for the charter as provided in the Terms of Reference.

	Service Areas	Details of Services offered
1	Vessel characteristics Please also provide one or more photos of the vessel to support your proposal	
2	Fishing gear	
3	Electronic gear	
4	Crew specifications	
5	Scientific staff requirements	

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du Pacifique**

**ANNEX V**

**FINANCIAL PROPOSAL SUBMISSION FORM**

*Request for Proposal RFP18/067.*

Rate per day at sea, during the charter period		USD
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## 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 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 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 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.

## **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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