REQUEST FOR PROPOSAL

RFP No: RFP 19/022

DATE: 17th May 2019

SUBJECT: REQUEST FOR PROPOSAL – INTERNET SERVICES PROVISION IN FIJI

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

To enable you to submit a Proposal, please find enclosed:

Annex I: Instructions to bidder
Annex II: Scope of Service, containing a description of SPC’s requirements for which these services are being sought
Annex III: Proposal submission form
Annex IV: Technical submission form
Annex V: Financial Proposal submission form

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, Grant, Risk & Assets
INSTRUCTIONS TO BIDDERS
Internet Services Provision In Fiji
RFP 19/022

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 and any relevant supporting documents
   c. Annex V: Financial Proposal submission form

1.2. Proposals must be received by the Pacific Community (SPC) at the address mentioned below on or before **14th June 2019 no later than 12.00 pm Fiji time**. Any proposal received after this date may be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing and publication on SPC website. 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.

1.3. 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. All proposals should be in Word or PDF format. Please note that the maximum size attachments SPC can receive is 10Mb.

1.4. All prices in the proposals must be presented in FJD and inclusive of all taxes.

1.5. The proposal has to be in two separate sealed envelopes as follows:
   a) **Part A (Envelope 1)** should contain the Proposal Submission Form, Technical Proposal Form.
   b) **Part B (Envelope 2)** should contain the Financial Proposal Submission Form.

   Both envelopes should be clearly labelled and state the appropriate parts (Part A or B) to which the proposal refers. The bidders must submit proposals for both Part A & Part B.
   c) The electronic submission procedures shall be:
      i. Send in a first e-mail the technical proposal and related document(s), clearly indicating the RFP number in the email subject;
      ii. 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 provided to SPC Procurement upon request at the time of the financial evaluation.
1.6. Proposals should be emailed to procurement@spc.int with the heading “RFP 19/022–“Internet Services Provision in Fiji” or sent by courier to:

Pacific Community (SPC)
Procurement Unit – RFP 19/022
Private Mail Bag
Suva – FIJI

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

1.8 Bidders must insist on an acknowledgment receipt for Proposals delivered to the Request for Proposal Box.

1.9 Request for proposal forms with all the relevant documentations must be completed with electronic copies in Word and PDF format.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the tender is provided in Table 1 below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time (Fiji time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for seeking clarification from SPC</td>
<td>27th May, 2019</td>
</tr>
<tr>
<td>Deadline for SPC response to clarifications and posting on SPC website</td>
<td>31st May, 2019</td>
</tr>
<tr>
<td>Deadline for the submission of proposals</td>
<td>14th June 2019</td>
</tr>
<tr>
<td>Notification of award to the successful bidder</td>
<td>End of July, 2019</td>
</tr>
</tbody>
</table>

3. Bidders’ responsibilities

3.1. The bidder is expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder’s risk and may result in the rejection of the proposal.

3.2. The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3.3. Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.

3.4. By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.

3.5. Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, groupings of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organizational status.

3.6. The bidder might be requested to provide additional information relating to their submitted proposal, if the Procurement Committee requests further information.

3.7. The submitted proposal must be for the entirety of the Terms of Reference and not divided into portions which a potential bidder can provide services for.

3.7.1 Bidders may submit questions and seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int. The deadline for submission of clarifications is 27th May, 2019.

3.7.2 Any prospective tenderers seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.

3.7.3 No clarification meeting / site visit planned.

4. One Proposal per Bidder

Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder’s participation to be disqualified.

5. Withdrawals of Proposals

5.1. The bidder may withdraw its Proposal after the submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of Proposals. The bidder’s withdrawal notice shall be sent to the email address procurement@spc.int.

5.2 No Proposal may be modified subsequent to the deadline for submission of proposals.

5.3 No Proposal may be withdrawn after the deadline for submission of proposals.
6. **Validity of Proposals**

6.1. Bidders shall be bound by their bids for a period of 120 days from the deadline for submission of proposals.

6.2. The successful bidder will be bound by his tender for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. **Modifications to Proposals**

7.1. Any additional information, clarification, correction of errors or modifications of bidding documents will be distributed to all the bidders prior to the deadline for receipt to enable bidders to take appropriate actions.

7.2. Bidders will also be informed of the right to modify and make corrections to proposals, provided that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. **Opening and Evaluation of Proposals**

8.1. The Proposals will be opened in the presence of the Evaluation Committee after the closing of the RFP.

8.2. To assist in the examination, evaluation and comparison of Proposals, SPC may at its discretion, ask the bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

8.3. The Evaluation Committee will carry out a preliminary examination of the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

8.4. A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which will be evaluated are detailed in the Scope of Works. The table also reflects the obtainable score specified for each evaluation criterion, which indicates the relative significance or weight of the item in the overall evaluation process.

8.5. The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria (summary):
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Organisational capacity</td>
<td>25%</td>
<td>175</td>
</tr>
<tr>
<td>2. Human resource and technical capacity</td>
<td>25%</td>
<td>175</td>
</tr>
<tr>
<td>3. Proposed Work Plan and Approach - Understanding SPC requirements, and proposed strategies, implementation/monitoring plan and approach</td>
<td>35%</td>
<td>245</td>
</tr>
<tr>
<td>4. Emergency Measures, back up and contingencies</td>
<td>15%</td>
<td>105</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>700</strong></td>
</tr>
</tbody>
</table>

8.6. The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

8.7. Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

8.8. The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provided to SPC. The lowest financial proposal will be awarded maximum 300 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

\[
\text{Financial Proposal score} = \left( \frac{\text{Lowest Price}}{\text{Price under consideration}} \right) \times 300
\]

8.9. No payment will be made for items, which have not been priced; such items are deemed to be covered by other items on the financial offer.

8.10. Bidders will be deemed to have satisfied themselves, before submitting their tender and to its correctness and completeness, taking into account all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

8.11. Bidders must quote by unit and overall prices for their tenders on all of the following bases. The fees should be inclusive of all costs related to carrying out the Consultancy, including any travel and other related costs.

Country office: Honiara, Solomon Islands.
For contact details – Website: www.spc.int Email: spc@spc.int

Site Web : www.spc.int Courriel : spc@spc.int
8.12. The price for the contract price are fixed and not subject to revision.

9. **Award of Contract**

9.1 The award of the contract will be made to the proposal which is considered to be most responsive to SPC’s technical specifications of energy efficient appliances as detailed in the Scope and Technical Specifications with due consideration to SPC Procurement and Supply Chain Management Guidelines which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm/institution offering the lowest price.

9.2. 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 or any obligation to inform the affected Bidder or Bidders of the grounds for SPC’s action.

9.3. SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.

9.4. Within 15 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to SPC.

9.5. The SPC general conditions of contract (Annex VI) is not negotiable.

4. **Bidder protest**

10.1. If a bidder involved in an SPC procurement process considers they were not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2. To lodge a protest, you can email complaints@spc.int with your allegations. Your protest will need to include:

- your full contact details
- the details of the relevant procurement
- the reasons for your protest, including how the alleged behavior negatively impacted on your bid
- copies of any documents supporting your grounds for protest
- the relief that is sought.
10.3 Your protest will be recorded and will be acknowledged promptly. You may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate your protest.

10.4 Your protest will be received in good faith and will not impact your involvement in future bids.
A. Background
SPC is the Pacific Island Region’s principal technical and scientific organization. It delivers technical, scientific research, policy and training support to Pacific Island Countries and territories in Public health, Geoscience, Agriculture, Forestry, Water resources, Disaster risk management, Fisheries, Education, Statistics, Transport, Energy, Human rights, Gender, Youth and Culture. SPC was established as an international organization in 1947.

The internet is a critical resource for SPC staff as part of their day-to-day requirements for communication and research. Recent analysis and strategic review has highlighted even greater consumption of internet sourced content, an ongoing need to move more ICT functions onto cloud based infrastructure, and a strong and growing demand for communication products using IP based services such as Skype for Business. To facilitate the growth in demand for these services we are revising our current link speeds and introducing a second link for redundancy purposes.

Additional information is available at www.spc.int

Current State of SPC Internet Services in Fiji
The SPC offices in Suva are located in different buildings within different locations. All of these offices are connected to the primary Suva regional office in Nabua using an internal WAN that uses various Suva leased line providers. These offices backhaul their internet requirements to this central office hence consolidating our internet presence to a single point.

B. Scope of Service and Expected Outputs
This proposal is limited to providing internet services at a single location in Nabua, Suva, Fiji. This link will be critical to SPC’s ability to perform its mandated function.

As stated earlier we are seeking proposals for two separate links. You may bid one or both links however; both links will not be awarded to a single ISP unless they can prove that they have totally separate delivery and upstream paths.

Proposals for these two business grade internet links need to have the following characteristics:

Link 1
- Initial minimum contracted bandwidth of 50Mbits/second with a possibility of expansion of up to 150Mbits

Link 2
- Initial minimum contracted bandwidth of 10Mbits/second with a possibility of expansion of up to 25Mbits

Country office: Honiara, Solomon Islands.
For contact details – Website: www.spc.int Email: spc@spc.int

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

Please refer to the technical proposal form below for more information on specific requirements.

C. Institutional Arrangement

The Preferred Providers will report directly to the Manager- ICT Operations for all aspects of this agreement.

D. Duration of work

The preferred supplier arrangement will last for 1 year from award date, and be renewable for another year, based on the service provider’s performance.

E. Qualifications of Successful Contractor

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<td><strong>Total</strong></td>
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<td><strong>700</strong></td>
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ANNEX III

PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 19/022 INTERNET SERVICES PROVISION IN FIJI

RFP 19/022 – INTERNET SERVICES PROVISION IN FIJI

Pacific Community (SPC)
Procurement Unit
Private Mail Bag
Suva – FIJI
Email: procurement@spc.int

Dear Procurement,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required equipment, delivery, handling of all materials, guarantee for all products listed as per requirements and all other items described or mentioned or reasonably to be inferred from the specifications and drawings provided for the sum as 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 lodgment 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.

Country office: Honiara, Solomon Islands.
For contact details – Website: www.spc.int Email: spc@spc.int

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

Date this _________ day of ________, 2019

Firm /Institution: ________________________________

Signature of Witness: ___________________________

Representative: ________________________________

Address of Witness: ____________________________

Position of Representative: ______________________

Signature of Representative: _____________________
Annex IV

TECHNICAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: 19/022 – INTERNET SERVICES PROVISION IN FIJI

PART A – Firm /Institution Background

| Registered Name: |  |
| Year Established: |  |
| Physical Address: |  |
| Postal Address: |  |
| Telephone Contact: |  |
| Fax Number: |  |
| Email: |  |
| Contact Person: |  |
| Position of Contact Person: |  |
| Number of Employees: |  |

Firm /Institutional experience on Internet Services Provision in Fiji including past experiences. Please provide two contacts of referees /references of past similar projects conducted. Attach additional details as applicable.

| Name, signature and date: |  |

PART B – Qualifications, Knowledge and Experience
<table>
<thead>
<tr>
<th>The connection from the SPC office in Nabua, Suva, Fiji to the first ISP peered with in Australia must have:</th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speeds indicated as full duplex capacity.</td>
<td></td>
</tr>
<tr>
<td>Non-shared capacity. For example, if the provider’s links are shared with other customers, and SPC network demand is for an additional 1Mbit (within contract), then that 1Mbit contracted with SPC will be available without constraints despite load on the provider’s network caused by other customers.</td>
<td></td>
</tr>
<tr>
<td>Un-filtered, and unshaped capacity. There must be no manipulation, inspection, tampering, throttling or caching of any SPC traffic when it is in transit on the provider’s network.</td>
<td></td>
</tr>
<tr>
<td>All traffic to and from Australia must take the shortest path, where the first device in Australia is reachable in less than 50ms from the provider’s equipment on site at the SPC office in Suva.</td>
<td></td>
</tr>
<tr>
<td>Sub 50ms latency must be maintained until the last-mile link is &gt;95% utilised in either direction.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirement Continued (both Links)</th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>All connectivity is to be provided 24 hours per day, 365 days per year.</td>
<td></td>
</tr>
<tr>
<td>Be free of any volume limits</td>
<td></td>
</tr>
<tr>
<td>The provider will supply a small block of ipv4 addresses (minimum /29). The provider will advertise and deliver traffic to ip address ranges owned by SPC. (Minimum /24).</td>
<td></td>
</tr>
<tr>
<td>The provider’s response must also include relevant information covering:</td>
<td>Vendors Response</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Proposed methods for measurement of contractual conditions including details of monitoring and alerting systems in place</td>
<td></td>
</tr>
<tr>
<td>Penalties for non-compliance with agreed contractual conditions.</td>
<td></td>
</tr>
<tr>
<td>Please provide an overview of the provider’s network design highlighting network redundancy as it pertains to this service including UPS and generator backup capacity. Detail must also address specific disaster risks posed to Fiji – namely loss of service due to severe weather conditions and resulting loss for an extended period of community infrastructure (eg electrical supply) and/or the providers key infrastructure assets (eg transmission towers or transmission hubs or exchanges.</td>
<td></td>
</tr>
<tr>
<td>A proposed quality of service measurement.</td>
<td></td>
</tr>
<tr>
<td>Support processes and their applicability to mission critical business class services. Include details on response times, SLAs, outage planning and outage notifications, service desk staffing and service hours, and problem escalation details.</td>
<td></td>
</tr>
<tr>
<td>Details of proposed last-mile technology, including its maximum bandwidth capability.</td>
<td></td>
</tr>
<tr>
<td>Summary of technical support staff numbers, qualifications and experience</td>
<td></td>
</tr>
<tr>
<td>Details of verifiable uptimes statistics which should include customer references</td>
<td></td>
</tr>
</tbody>
</table>

**Optional Requirements**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Options to service other WAN links at all SPC sites in Suva, currently 100 Mbits from Nabua to Narere</td>
<td></td>
</tr>
<tr>
<td>Any previous case studies that would be relevant</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX V
FINANCIAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP): RFP 19/022
INTERNET SERVICES PROVISION IN FIJI

Part A: Declaration

1. The undersigned contractor propose and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.

2. In submitting this proposal, contractor represents that; he/she has examined all the RFP documents to provide technical services to support SPC’s implementation of the Internet Services Provision in Fiji

3. Contractors agree to complete the services for the following price (VIP) per month:

4. Pricing should be quoted on a 1 year contract term and no longer. There will be an option for renewal for a further 1 year based on a performance review.

5. Pricing should be quoted on a per-Mbit of synchronous bandwidth.(per month)

6. Pricing can be tiered, (eg if more Mbits are purchased then the cost per Mbit can reduce).

7. Pricing for the 2 circuits should not be in any way linked to each other, in other words the pricing for each link should be a standalone proposal.

8. Pricing per Mbit should be reviewed annually in conjunction with SPC to take into account the upstream provider price reductions. Typically SPC does not reduce its spend when these happen but increases it’s bandwidth allocation instead.
<table>
<thead>
<tr>
<th>Pricing &amp; Costing</th>
<th>Vendor Response in FJD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details of pricing for link 1 should be for the range of 50-150 Mbits. SPC will commit to 50Mbits minimum, but may select a higher bit rate depending on the competiveness of pricing offered.</td>
<td></td>
</tr>
<tr>
<td>Details of pricing for link 2 should be for the range of 10-25 Mbits. SPC will commit to 10Mbits minimum, but may select a higher bit rate depending on the competiveness of pricing offered.</td>
<td></td>
</tr>
</tbody>
</table>

______________________________  _____________________
Print name and sign                Date

Title__________________________
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, 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

Country office: Honiara, Solomon Islands.
For contact details – Website: www.spc.int  Email: spc@spc.int

Site Web : www.spc.int  Courriel : spc@spc.int
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 will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

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

18. PRIVILEGES AND IMMUNITIES

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

19. TAX EXEMPTION

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

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

20. 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
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.