

REQUEST FOR PROPOSAL

RFP No: 20-031

DATE: May 4th, 2020

SUBJECT: PREFERRED SERVICE AGREEMENT FOR THE PROVISION OF SERVICES TO SUPPORT SPC'S ENTERPRISE CONTENT MANAGEMENT ROADMAP IMPLEMENTATION

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

To enable you to submit a Request for Proposal (RFP), please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Scope of services, containing a description of SPC's requirements for which of 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 Conditions of Contract

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
Instruction to Bidders
Request for Proposal (RFP) no: RFP 20-031

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 work area you are bidding for.
- c. Annex V: Financial Proposal submission form

1.2 Proposals must be received by the Pacific Community (SPC) offices at the addresses mentioned below (1.6) on or **before 4.00 pm (Noumea time) on June 1st, 2020**. 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.

1.3 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.

1.4 All prices in the proposal must be presented in **Euro**.

1.5 The proposal has to be in two separate emails as follows:

- a. Send, by email, the technical proposal (Proposal submission form and technical proposal submission form) and related document(s), clearly indicating the RFP number in the email subject;
- b. Send, in a separate email, 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 must be emailed to procurement@spc.int with the heading “**RFP 20-031 – ECM Preferred Services – technical proposal**” for your technical proposal and “**RFP 20-031 – ECM Preferred Services – financial proposal**” for your financial proposal.

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

2. Request for Proposals Timelines and Due Dates

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

<u>Table 1: Tender timelines and due dates</u>		
	Date	Time
Deadline for seeking clarification from SPC	May 25th, 2020	4.00 pm Noumea time
Deadline for the submission of proposals	June 1st, 2020	4.00 pm Noumea time

3. Bidder's responsibilities

- 3.1 The bidder is expected to examine all instructions, forms, terms and specifications on 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, grouping of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.
- 3.6 The bidder might be requested to provide additional information relating to their submitted proposal, if requested by the Evaluation Committee.
- 3.7 The submitted proposal must be for the entirety of the scope of services and not divided into portions, which a potential bidder can provide services for.
- 3.7.1 Bidders may submit questions and / or 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 May 25th, 2020, 4.00 pm Noumea time.
- 3.7.2 Any prospective bidders seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.
- 3.7.3 No clarification meeting or site visit planned.

4. One proposal per bidder

- 4.1 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. Withdrawal of proposals

- 5.1 The bidder may withdraw its proposal after the proposal's 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 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 bidder will be bound by his proposal 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 of proposals to enable bidders to take appropriate actions.

7.2 Bidders will also be informed of the right to modify and make corrections to proposals, provide 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 Tender Committee after the closing date of the Tender.

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 be evaluated are detailed in the Scope of Services.

8.5 The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria:

Competency Requirements	Score Weight (%)	Points Obtainable
<ul style="list-style-type: none">Corporate history, culture, structure and business expertise:Internationally registered and recognised services provider related to ECMHaving sound financial statements over the last 3 yearsDemonstrated experience, ability and confidence in delivering services and support to large clients across multiple sites and locations	50%	350

<ul style="list-style-type: none"> • Current structure, facilities and service culture demonstrate capacity to propose and deliver a solution that meets SPC's requirements. • Demonstrated corporate values and culture of environmental responsibility and sustainability 		
<p>Demonstrated capabilities in the areas the respondent chooses:</p> <ul style="list-style-type: none"> • Information Management services • Enterprise Content Management systems • SharePoint Online • Document and Records Management <ul style="list-style-type: none"> ○ Digitisation of physical records ○ Organisational best practices and standards • Data Migration • Enterprise Change Management • Quality Assurance • Iterative/Agile delivery <p>Respondents should clearly articulate which competencies are being addressed in their responses and how they would collaborate with other vendors (if required)</p>	50%	350
Total score	100%	700
Qualification score	70%	490

8.6 Refer to Annex II for a complete list of requirements – technical and non-technical. Note: some requirements are “mandatory” and have been identified as such in the Annex II list. To be considered, bidders need to be able to meet all mandatory requirements, and a minimum of 90% of non-essential requirements. If a tender response indicates that any mandatory requirement cannot be met the entire response will be removed from consideration.

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

8.8 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.

8.9 The financial component of the proposals will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provide 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:

$$\text{Financial proposal score} = (\text{lowest price}/\text{price under consideration}) \times 300$$

8.10 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.

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

8.12 The price for the proposal is inclusive of all taxes and is fixed and not subject to revision.

9. Award of contract

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

9.2 The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Scope of Services, with due consideration to SPC Procurement Policy which includes the general principle of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm / institution offering the lowest price.

9.3 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 bidders or any obligation to inform the affected bidders of the grounds for SPC's action.

9.4 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 and to consider localised award between any bidder in any combination, as it may deem appropriate without prior written acceptance of the bidders.

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

9.6 The SPC general conditions of contract (Annex III) are not negotiable.

10. 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, the bidder can email complaints@spc.int with his allegations. The protest will need to include:

- full contact details
- the details of the relevant procurement
- the reasons for the protest, including how the alleged behavior negatively impacted on the bid
- copies of any documents supporting the grounds for protest
- the relief that is sought

10.3 The protest will be recorded and will be acknowledged promptly. The bidder 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 the protest.

10.4 The protest will be received in good faith and will not impact any involvement in future bids.

Annex II

Scope of services

Request for Proposal (RFP) no: RFP 20/031

1. Background

The Pacific Community (SPC) is the principal scientific and technical organisation in the Pacific region, supporting development since 1947. We are an international development organisation owned and governed by our 26 country and territory members. In pursuit of sustainable development to benefit Pacific people, our organisation works across more than 20 sectors. We are known for our knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience, and conservation of plant genetic resources for food and agriculture.

In support of its mission, SPC seeks to establish preferred supplier agreements with experienced suppliers of information management services and ECM systems to strengthen SPC's overall information security posture.

2. Scope of services

In March 2020, SPC created an Enterprise Content Management roadmap, which forms a large programme of work that encompasses both technical and non-technical domains. Specialised services are required to deliver projects and ultimately the ECM programme of work.

Analysis of SPC's current ECM state, recommendations and a roadmap have been previously developed. The scope of the services in this RFP focus on delivery/implementation of the said recommendations and roadmap.

Services required are:

- ECM systems including software design and development services
- IM services
- SharePoint Online
- Document and Records Management
 - Digitisation of physical records
 - Organisational best practices and standards
- Data Migration
- Enterprise Change Management
- Quality Assurance
- Iterative/Agile delivery

Services will also encompass assisting SPC with the estimation or Level of Effort required to implement discrete ECM pieces of work.

In support of the areas above, the vendor should be able to produce a strong portfolio of past work and references from past clients.

3. Institutional arrangement

The service provider will be responsible to SPC's Director of Information Services for the overall preferred supplier agreement.

For each project executed through this agreement, a project manager within SPC will be named and will serve as the point of contact for SPC for all project-related activities.

Progress on active projects should be reported to SPC points of contact no less than fortnightly.

Service providers will be expected to work with SPC ICT staff, project managers, and independent contractors based primarily in the Pacific islands.

4. Duration if the work

The preferred supplier agreement will last for 1 year from award date and can be renewed by written mutual agreement for up to 3 additional years, based on the service provider's performance.

5. Duty station and travel

Some activities will be conducted remotely from the contractor's location and others will be conducted at SPC campuses.

6. Qualifications of the successful service provider

Respondents must demonstrate their experience and ability to deliver the one or more of the services described in **Annex IV**. Respondents will be evaluated based on the following criteria:

Corporate history, culture, structure and business expertise: <ul style="list-style-type: none">• Internationally registered and recognised services provider related to ECM• Having sound financial statements over the last 3 years• Demonstrated experience, ability and confidence in delivering services and support to large clients across multiple sites and locations• Current structure, facilities and service culture demonstrate capacity to propose and deliver a solution that meets SPC's requirements.• Demonstrated corporate values and culture of environmental responsibility and sustainability	50%
Demonstrated capabilities in the areas the respondent chooses: <ul style="list-style-type: none">• Information Management services• Enterprise Content Management systems• SharePoint Online• Document and Records Management<ul style="list-style-type: none">○ Digitisation of physical records○ Organisational best practices and standards• Data Migration• Enterprise Change Management• Quality Assurance• Iterative/Agile delivery• Respondents should clearly articulate which competencies are being addressed in their responses and how they would collaborate with other vendors (if required)	50%

7. Scope of bid price and schedule of payments

The service provider will provide the services described in section 2 to SPC on an as-needed basis for the term of the preferred supplier agreement.

All bids should include:

- A description of their capabilities in each of the areas described in section 2
- Examples of past work relevant to the services described in section 2
- Three customer references
- A schedule of rates used for services
- Any discounts offered to SPC

ANNEX III
Proposal Submission Form
Request for Proposal (RFP) no: RFP 20/031

To: The RFP Committee
The Pacific Community
Po Box D5 - 98848
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.

Company Name

Dated this _____ day of _____ 20_____.

.....

Position of Representative

.....

Name of Representative

.....

Signature of Representative

.....

ANNEX IV
Technical Proposal Submission Form
Request for Proposal (RFP) no: RFP 20/031

1. Background

1.1 Contact

Name	
Physical address	
Mailing address	
Telephone	
Email	
Website	

1.2 Legal registration

Place of registration & registration number	Date of incorporation	Directors' names

Please provide evidence of certification of compliance with legal obligations (insurance, work safety, accounting monitoring) when applicable.

2. Previous Experience

Geographical list showing where work has been conducted in the past three years	
Previous experience working with other international organizations	
Previous experience in working with organisations such as SPC	

Reference 1

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

Reference 2

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

3. Partners & Personnel

List the consortium partners as well as qualifications and experience of key personnel proposed for administration and execution of the consultancy. (Curriculum vitae for personnel proposed for this consultancy should be submitted with the Proposal).

Organisation	Position	Name	Qualifications	Years of experience in current position

4. Competency requirements

4.1 Technical requirements

Work area sought	Are you bidding on this area? YES / NO	Years of experience in this work area	Please elaborate
Enterprise Content Management software design and development			
Information Management services			
SharePoint Online			
Document and Records Management			
Digitisation of physical records			

Work area sought	Are you bidding on this area? YES / NO	Years of experience in this work area	Please elaborate
Data Migration			
Enterprise Change Management			
Quality Assurance			
Iterative/Agile delivery			

4.2 Non-technical requirements

Corporate history, culture, structure and business expertise	Please elaborate
Internationally registered and recognised services provider related to ECM	
Having sound financial statements over the last 3 years	
Demonstrated experience, ability and confidence in delivering services and support to large clients across multiple sites and locations	
Current structure, facilities and service culture demonstrate capacity to propose and deliver a solution that meets SPC's requirements	
Demonstrated corporate values and culture of environmental responsibility and sustainability	

ANNEX V
Financial Proposal Submission Form
Request for Proposal (RFP) no: RFP 20/031

Schedule of rates

ITEM	COST in EUR
Enterprise Content Management software design and development	
Information Management services	
SharePoint Online	
Document and Records Management	
Digitisation of physical records	
Data Migration	
Enterprise Change Management	
Quality Assurance	
Iterative/Agile delivery	

Important:

Bidders to include duration of service contract, general purchase and contractual terms and conditions, minimum monthly volume requirements, end-of contract and settlement protocols, probationary and/or transitional contract period, lease and ownership options, liability and insurance coverage in case of mishap and all other pertinent information necessary to ensure accurate and informed assessment and evaluation.

Should it be required, dedicated discussion, negotiation and consultation on final contractual service level agreements, responsibilities, financial terms and conditions, performance expectations and KPIs will be held between SPC and the successful bidder, entered into at the discretion of both parties.

ANNEX VI

SPC General Conditions of Contract *Request for Proposal (RFP) no: RFP 20/031*

1. LEGAL STATUS

The Contractor has the legal status of an independent contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will 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 person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor may 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 will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this Contract, including appropriate worker's compensation for personal injury or death.

9.2 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

9.3 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 provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. On return, the equipment 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 is 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. . In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

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, with thirty days' written notice 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 with fifteen days 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 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 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. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

20.1 CHILD LABOUR

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.

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.

20.2 HUMAN RIGHTS

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.

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).

To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

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.

20.3 GENDER EQUALITY AND SOCIAL INCLUSION

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

20.4 ENVIRONMENTAL RESPONSIBILITY

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.