



DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° SPC/CIDP/PRAG 01

FINANCED FROM THE EDF 10

Pacific Community
Private Mail Bag
Suva FIJI

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³,

(‘the Contractor’)

of the other part, have agreed as follows:

Coconut Industry Development for the Pacific Project
DELEGATION AGREEMENT FED/2015/367-867

CONTRACT TITLE: ASSESSMENT OF COCONUT INDUSTRY TRAINING MANUALS FOR THE PACIFIC

(1) Subject

- 1.1 The subject of this Contract is **ASSESSMENT OF COCONUT INDUSTRY TRAINING MANUALS FOR THE PACIFIC** done in Suva Fiji, with reference and contract number SPC/CIDP/PRAG 01 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

(2) Contract value

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.

Country office: Honiara, Solomon Islands.

For contact details – Website: www.spc.int Email: spc@spc.int

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)

Bureau de pays : Honiara, (Iles Salomon).

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

This Contract, established in Fiji Dollars is a fee-based contract. Based on the maximum fees, incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is FJD_____ (to be inserted under Final Contract once successful service provider selected).

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

(5) Other specific conditions applying to the Contract

Done in English in three originals: one original for the Contracting Authority, one original for the European Commission, and one original for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name: Dr.Audrey Aumua

Title:

Title: Deputy Director General

Signature:

Signature:

Date:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 All communications must be provided in English in writing or via email to the contact persons of the Parties.

For the Contractor

Name:

Title:

Address:

Email:

For the Contracting Authority

Name: Karen Mapusua

Title: Team Leader, CIDP

Address: SPC Campus, Vatoa Road, Narere, FIJI

Email: karenm@spc.int

Article 4 Subcontracting

4.9 In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

Article 7 General Obligations

7.8 Not applicable

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be date of signature of the contract by both parties

19.2 The period for implementing the tasks is 3 months from the start date.

Article 26 Interim and Final Reports

The Contractor shall submit progress reports as specified in the Terms of Reference.

Article 27 Approval of Reports and Documents

27.5 The Contracting Authority shall, within 45 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 45 days of the receipt of the report.

Article 28 Expenditure verification

28.2 Fee-based contract

By derogation from article 28 the verification will be made by the Contracting Authority and all references to an expenditure verification report will not be applicable.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following option:

Fee-based contract

Month		FJD
1	Upon Submission and Acceptance of Inception Report (Interim Payment)	10% of maximum contract value
2	Upon Submission and Acceptance of Final Draft (Interim Payment)	80% of maximum contract value
2	Submission and Acceptance of Final Report (Final Payment)	10% of the maximum contract value
Total		

29.3

By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in FJD in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Article 30 Financial Guarantee

30.1 By derogation from article 30 of the General Conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the Contracting Authority.

Article 42 Data Protection

Not applicable.

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