



REQUEST FOR PROPOSAL

RFP No.: RFP21-112

DATE: June 11th, 2021

**SUBJECT: Preferred Supplier Agreement (PSA) related to Enterprise Content Management (ECM)
Roadmap Implementation**

You are requested to submit a comprehensive proposal for the above RFP as per the Terms of Reference set out in **Annex II**.

To enable you to submit a Proposal please find enclosed:

- Annex I:** Instructions to bidders
- Annex II:** Terms of Reference, containing a description of SPC's requirements for which these services are being sought
- Annex III:** Proposal submission form
- Annex IV:** Conflict of interest declaration
- Annex V:** Due Diligence Questionnaire
- Annex VI:** Technical Proposal Submission form
- Annex VII:** Financial Proposal submission form
- Annex VIII:** SPC General Conditions of Contract for Professional Services

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

INSTRUCTIONS TO BIDDERS

Request for Proposal (RFP) no: RFP21-112

1. Submission of Proposals**1.1.** Your Proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Conflict of interest declaration
- c. Annex V: Due Diligence Questionnaire
- d. Annex VI: Technical Proposal submission form, including work area you are bidding for
- e. Annex VII: Financial Proposal submission form

1.2. Proposals must be received by SPC at the email address mentioned below (1.5.) on or before **July 9th, 2021 at 4pm, Noumea 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. 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, correspondence, and related documents, shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the translated document will be used for processing and evaluation purposes.

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

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

- i* Send by e-mail the **technical proposal** (annexes III, IV, V and VI) and related document(s), clearly indicating the RFP number in the email subject. No financial information whatsoever must appear in the technical proposal;
- ii* Send in a second separate e-mail the **financial proposal** (annex VII) 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 not compliant with the submission format detailed in 1.5 will not be considered.

1.7. Proposals **must be** emailed to procurement@spc.int with the heading **“RFP21-112 – Enterprise Content Management (ECM) Roadmap Implementation”**.

1.8. For all proposals received before the deadline, SPC will send a formal acknowledgement of receipt to the Bidder.

2. Request for Proposals Timelines and Due Dates

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

Table 1: RFP timelines and due dates		
	Date	Time
<i>Deadline for seeking clarification from SPC</i>	July 2nd, 2021	4 pm, Noumea time
<i>Deadline for the submission of tenders</i>	July 9th, 2021	4 pm, Noumea time

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 procedure 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 organisational 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 or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int **ONLY. Any attempt of communication with SPC, other than through this email address, may result in the disqualification of the bidder concerned.** The deadline for submission of clarifications is **July 2nd, 2021 at 4pm, Noumea time.**
- 3.7.2.** Any prospective bidder seeking to arrange individual meetings with SPC during the RFP period may be excluded from the RFP procedure.
- 3.7.3.** No clarification meeting or site visit planned.

4. One Proposal per Bidder

Each bidder shall submit only one proposal for this, 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 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 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 their proposal for a further period of 60 days following receipt of the notification that they have 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 published on the SPC website 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 Bid Opening Committee after the closing of the Request for Proposal (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 Procurement 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 Terms of Reference (**Annex II**).

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

Evaluation Criteria	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 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. <p>Demonstrated corporate values and culture of environmental responsibility and sustainability</p>	50%	350
<p><u>Demonstrated capabilities in the areas the respondent chooses:</u></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	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 points (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 provided to SPC.

8.10. 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:

$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 300$

8.11. 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.

8.12. 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.

8.13. The total cost of 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 Supplier Agreement (using the SPC template) will be for one (1) year with a possible extension for another two (2) 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 selected bidder(s) will be included on SPC's Preferred Providers list.

9.3. The award of the contract as preferred provider will be made to the proposal(s) considered to be most responsive to SPC's technical specifications as detailed in the Terms of Reference 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 bidder offering the lowest price.

9.4. 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 the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the reason for SPC's action.

9.5. 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.

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

9.7. 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, 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 behaviour 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.

11. Privacy notice

11.1. The bidder understands that their proposal and their personal information will be stored and used by SPC in accordance with SPC's Privacy Policy and Guidelines for handling personal information of bidders and grant applicants. Please inform SPC if you would like copies of the policy or guidelines.

11.2. If successful, the bidder understands that SPC will publish the name of the bidder.

TERMS OF REFERENCE*Request for Proposal (RFP) no: RFP21-112***Enterprise Content Management (ECM) Roadmap Implementation****A. 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 extend its preferred supplier agreements with experienced suppliers of information management services, ECM systems and associated implementation and support services. The overall objective being to strengthen SPC's information management posture.

B. Terms of reference

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
- Correspondence, Document and Records Management
 - Digitisation of physical records
 - Organisational best practices and standards
- Data Migration
- Enterprise Change Management
- Iterative/Agile delivery

Services will also encompass assisting SPC with the estimation of the level of effort required to implement discrete ECM pieces of work.

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

C. 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.

D. Duration of 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 2 additional years, based on the service provider's performance.

E. Duty station and travel

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

F. 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 VI**. Respondents will be evaluated based on the following criteria:

Evaluation Criteria	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 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. <p>Demonstrated corporate values and culture of environmental responsibility and sustainability</p>	50%	350
<p><u>Demonstrated capabilities in the areas the respondent chooses:</u></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	50%	350

Respondents should clearly articulate which competencies are being addressed in their responses and how they would collaborate with other vendors (if required)		
TOTAL	100 %	700
Qualification Score	70 %	490

G. 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 (SPC is a not-for-profit organisation)

PROPOSAL SUBMISSION FORM*Request for Proposal (RFP) no: RFP21-112*

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.
- **The SPC general conditions of contract are not negotiable.**

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:

Position of Representative:

Name of Representative:

Signature of Representative:

Dated this _____ day of _____ 20_____

CONFLICT OF INTEREST DECLARATION*Request for Proposal (RFP) no: RFP21-112*

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

1. I declare that there is a potential conflict of interest in the submission of my bid [please provide an explanation with your bid]

Name, Signature_____
Date

Title_____

DUE DILIGENCE QUESTIONNAIRE
Request for Proposal (RFP) no: RFP21-112

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:
 - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
 - b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

1. Does your entity have foreign branches and/or subsidiaries? Yes No

2. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches Yes No N/A

Domestic subsidiaries Yes No N/A

Overseas branches Yes No N/A

Overseas subsidiaries Yes No N/A

3. Is your entity regulated by a national authority? Yes No

If you answered 'yes' please specify the name:

4. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No

If you answered 'yes', please send SPC your policy in English

5. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's contact details:

6. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No

- Casinos Yes No

- Cash Intensive Businesses Yes No

- Foreign Government Entities Yes No

- Non-Resident Individuals Yes No

- Money Service Businesses Yes No

7. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

8. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

9. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

TECHNICAL PROPOSAL SUBMISSION FORM*Request for Proposal (RFP) no: RFP21-112***1. Background****4.1 Contact**

Name	
Physical address	
Mailing address	
Telephone	
Email	
Website	

4.2 Legal Registration

Place of registration & registration No.	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:	
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			
Data Migration			
Enterprise Change Management			
Quality Assurance			
Iterative/Agile delivery			

4.1 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	

5. Certification

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

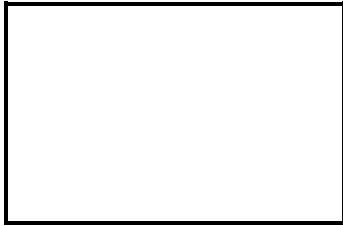
Name: _____

Functional Title: _____

Date: _____

Signature: _____

Company Seal/Stamp (if any)



FINANCIAL PROPOSAL SUBMISSION FORM*Request for Proposal (RFP) no: RFP21-112*

Below we ask service providers for reference prices for some of their services. The products provided by the selected preferred service provider will not be limited to this list.

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.

Certification

I, the undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

Name: _____
Functional Title: _____
Date: _____

Signature: _____

Company Seal/Stamp (if any)



SPC GENERAL CONDITIONS OF CONTRACT**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. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 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.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

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

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted

under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms 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

8.1 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 obligation does not extend to actions and omissions of SPC.

8.2 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.

8.3 The obligations under this clause do not lapse upon termination of this contract.

9. FRAUD AND CORRUPTION

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

- (i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 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.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 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.

10.3 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.

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

11. 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.

12. 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.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, 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. This includes derivative works created as a result of products created pursuant to this contract.

13.2 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.

14. 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 without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

15.2 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.

16. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC 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.

16.2 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.

16.3 The Contractor is responsible for payment of their own income taxes.

17. CONFLICT OF INTEREST

17.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

- (i) verify that the Contractor's action is appropriate,
- (ii) require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its *Social and Environmental Responsibility Policy*.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

Child protection

18.3 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. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.4 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.

Human rights

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 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.

Gender equality and social inclusion

18.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate

measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

- (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 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.

Environmental responsibility

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

- (i) "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property,

knowing that such property is the proceeds of crime.

- (ii) "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 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.

20. 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.

21. 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.

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

22.1 Force majeure for the purposes of this contract means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. 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.

22.3 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 clause, 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.

22.4 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 clause 23 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 24 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) 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.

23.3 In the event of any termination by SPC under this clause, 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.

23.4 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.

24. SETTLEMENT OF DISPUTES

24.1 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.

24.2 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.

25. 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.