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TO : Consultants

RFP No. : SPC 13/26
DATE : 2 April 2013

SUBJECT : **REQUEST FOR PROPOSAL** – Investigation of E-Reporting and E-Monitoring potential in the WPFC Tuna Fisheries

You are requested to submit a proposal to carry out specific tasks as outlined in the Terms of Reference for an investigation of E-Reporting and E-Monitoring potential in the WPFC Tuna Fisheries.

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

- Annex I:** Instructions to bidders (Annex 1)
- Annex II:** Terms of Reference, containing a description of SPC's requirements for which these services are being sought (Annex II)
- Annex III:** SPC General Terms and Conditions for Contract for Professional Services (Annex III)

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

Yours Sincerely



Akhilesh Prasad

Acting Administration Manager

Instruction to Bidders

RFP 13/26

Investigation of E-Reporting and E-Monitoring potential in the WPFC Tuna Fisheries

1. Submission of Proposals

- 1.1. 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 processing an evaluation purposes.
- 1.2. All prices in the proposals must be presented in US dollars.
- 1.3. Any proposal received after the submission date (see date specified at the end of Annex 1) will 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.

2. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The consultant is expected to fulfil the criteria as per Annex II – Terms of Reference, section G – Qualifications of the successful consultant. In the Second Stage, the financial proposal of all bidders will be assessed and compared.

3. Request for further information

Queries or questions are to be emailed to the Procurement section at procurement@spc.int.

4. Award of Contract

SPC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.

5. SPC's right to vary requirements at time of award.

SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

6. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the heading "RFP (13/26) - "An investigation of E-Reporting and E-Monitoring in the WCPFC Tuna Fisheries"

All proposals should reach the Secretariat before 4.00pm NoumeaTime, 30 April 2013.

TERMS OF REFERENCE

(Consultancy)

An investigation of E-Reporting and E-Monitoring potential in the WCPFC Tuna Fisheries

This consultancy is to be undertaken in conjunction with the WCPFC and the WCPFC will contribute funding to the SPC for the consultancy study. The consultants' selection and progress will be monitored by representatives from both the SPC and WCPFC.

A. Background

SPC is the Pacific Island region's principal technical and scientific organisation. It delivers technical, scientific, research, policy and training support to Pacific Island countries and territories in public health, geoscience, agriculture, forestry, water resources, disaster management, fisheries, education (community, TVET, quality and standards for all school levels), statistics, transport, energy, ICT, media, human rights, gender, youth and culture. For more information, visit <http://www.spc.int>.

Within SPC in the Oceanic Fisheries Programme (OFP) which has the goal of: fisheries exploiting the western and central Pacific region's resources of tuna, billfish and related species are managed for economic and ecological sustainability using the best available scientific information (for further information see <http://www.spc.int/oceanfish/>).

The Western and Central Pacific Fisheries Commission (WCPFC) is responsible for international management of tuna fisheries throughout the region. The WCPFC membership includes all 26 SPC members, as well as Canada, China, Chinese Taipei, the European Union, Japan, Korea and Philippines. The OFP provides data management and stock assessment services and advice to WCPFC under an annual service agreement. For more background on the work of the WCPFC see <http://www.wcpfc.int>.

E-Reporting in the context of WCPFC Tuna Fisheries is the electronic recording of data "*in the field*" by vessel captains/officers/crew and fisheries department field staff (e.g. observers, port samplers) according to pre-determined data collection protocols and forms.

E-Monitoring in the context of WCPFC Tuna Fisheries is the use of electronic equipment as an alternative to humans "*in the field*" in recording various data/information on fishing activities. The Vessel Monitoring System (VMS) is a good example of E-Monitoring.

E-Reporting would typically be used to collect **scientific data and data for catch certification/documentation systems**, while **E-Monitoring** would typically be used to address Compliance/MCS requirements. However, there are instances when the inverse would also be true, for example:

- The output from E-Monitoring (e.g. video recording of fishing activities) could be used after the vessel trip to generate electronic scientific data;
- VMS data (E-Monitoring data) can be used to enhance scientific data (e.g. coverage and accuracy of spatial data)
- Some 'E-reported' data collected by observers are considered to be important for MCS. However, some argue that important MCS data currently collected by the observer should be moved to "E-Monitoring".

At this stage, we consider that **E-Reporting** would generally be used to collect scientific data and data for catch certification/documentation systems, and **E-Monitoring** would generally be used to cover Compliance/MCS, although this study should attempt to verify or refute this view.

Fishery data collected through a variety of sources (e.g. by vessels, observers, port samplers, agents) are essential to the work of the SPC/OFP in assessing the status of the tuna stocks in the western and central Pacific Ocean, with the output scientific advice used by the WCPFC to manage the fishery. The scientific fishery data used for SPC/OFP and WCPFC work are defined at <http://www.wcpfc.int/node/602> and <http://www.wcpfc.int/doc/minimum-standard-data-fields-rop-observer-data-collection>.

Fishery data are collected and provided in hard-copy form but there is no widespread, nor sustainable, **E-Reporting** occurring in the WCPFC tropical tuna fisheries at this stage, despite the clear advantages evident with the establishment of this type of data collection in other fisheries. The main area where **E-reporting** has been identified as providing significant efficiency gains is with **OBSERVER and LOGSHEET DATA**.

The SPC/OFP and the WCPFC have a common interest in investigating the potential usage of **E-Reporting** and **E-Monitoring** in the region's tuna fisheries. While the SPC has a real interest in **E-Reporting** of data to assist with the timeliness and accuracy of the science assessment, the WCPFC has interests in both **E-Reporting** and **E-Monitoring**. The WCPFC interest in **E-Monitoring** and **E-Reporting** is to assist members improve the compliance of fleets, including with the CMMs developed for management and compliance in the fishery.

This consultancy covers six main objectives –

1. To develop a common understanding and language of what these two practices electronic monitoring and electronic reporting will mean in the WCPFC region. This is important so that all members have a common understanding of what is being discussed and potentially developed.
2. To document and evaluate current and future **E-Reporting** technologies that are potentially suitable for collecting and reporting data in the WCPFC tuna fisheries, and to recommend the best potential options for WCPFC tuna fisheries
3. To manage/coordinate two **E-Reporting** trials on behalf of the SPC/OFP in at least one of their member countries.
4. To document and evaluate current and future **E-Monitoring** technologies that are potentially suitable for the WCPFC tuna fisheries.
5. To conduct two trials of **E-Monitoring** equipment.
6. To propose potential scenarios for implementation of **E-Reporting** and **E-Monitoring** to guide discussions of a dedicated small working group.

This consultancy aims to address, *inter alia*, work on Regional Observer Programme (ROP) data entry and cost optimisation identified by the WCPFC Secretariat in response to recommendations made during WCPFC9 (December 2012) and TCC8 (October 2012) meetings.

The outputs from this consultancy should inform the relevant regional and national tuna fisheries processes.

B. Scope of work

Each of the six objectives has specific oversight, as follows:

OBJECTIVE	Agency coordinating the consultancy
#1 : Develop a common understanding and language of E-Reporting and E-Monitoring	WCPFC and SPC
#2 : Document and evaluate existing current and future E-Reporting technologies	SPC
#3 : Manage/coordinate two E-Reporting trials	SPC
#4 : Document and evaluate existing current and future E-Monitoring technologies	WCPFC
#5 : Conduct two E-Monitoring trials	WCPFC

#6 : Propose potential scenarios for implementation of **E-Reporting** and **E-Monitoring** to guide discussions of a dedicated small working group

WCPFC and SPC

The information provided below and in the OUTPUTS may be refined in the initial stages of the study in consultation and with agreement between the Contracting Party (SPC/OFP) and Contractor¹ (s).

OBJECTIVE #1 – Develop a common understanding and language of what E-Reporting and E-Monitoring will mean in the WCPFC tuna fisheries

1. A basic report structure outlining the work to be undertaken is provided in Section D below.
2. This consultancy may cover the presentation of the report outcomes to at least one of the WCPFC meetings to be held in 2013, if this is deemed necessary and will be budgeted separately from this consultancy in any event.

OBJECTIVE #2 – Document and evaluate current and future E-Reporting technologies that are potentially suitable for collecting information in the WCPFC tuna fisheries, and recommend the best potential options for WCPFC tuna fisheries

1. A basic report structure outlining the work to be undertaken is provided in Section D below.
2. A preliminary list of existing **E-Reporting** products and initiatives to be researched will be provided during the familiarisation visit to SPC Noumea and WCPFC Secretariat offices, but the consultancy is expected to explore all available options possible.
3. This consultancy may cover the presentation of the report outcomes to at least one of the WCPFC meetings to be held in 2013, if this is deemed necessary and will be budgeted separately from this consultancy in any event.

OBJECTIVE #3 - Manage/coordinate two E-Reporting trials on behalf of the SPC/OFP in at least one of their member countries

1. Visit SPC Noumea offices for a period of 1-2 weeks to familiarise with the E-reporting products to be trialled and, in collaboration with SPC/OFP, develop a basic plan for coordinating all aspects of the trials
2. Visit the nominated SPC member country(s) for a period no longer than 3 months to coordinate all aspects of the E-Reporting trials, including, but not restricted, to the following activities -
 - o General collaboration with the national fisheries authority
 - o General collaboration with the nominated fishing company(s) conducting the trials (through the national fisheries authority)
 - o Training, equipment set-up, briefing and debriefing field staff conducting the E-Reporting trials for OBSERVER data collection
 - o Training, E-reporting form set-up, briefing and debriefing vessel skippers conducting the E-Reporting trials for LOGSHEET data collection
 - o Liaison with SPC Database technical staff with respect to E-Reporting software provision, computer equipment provision, post-trial data auditing, E-reporting product improvements
 - o Produce a report on the outcomes of the OBSERVER and LOGSHEET trials and debrief SPC/OFP on the outcomes of the trials (see Section D. below).

OBJECTIVE #4 – Document and evaluate current and future E-Monitoring technologies that are potentially suitable for the WCPFC tuna fisheries, and recommend the best potential options for WCPFC tuna fisheries

1. A basic report structure outlining the work to be undertaken is provided in Section D below.
2. A preliminary list of existing **E-Monitoring** products and initiatives to be researched will be provided during the familiarisation visit to the WCPFC Secretariat offices, but the consultancy is expected to explore all available options possible

¹ Also referred to here as the “Consultant”

3. This consultancy may cover the presentation of the report outcomes to at least one of the WCPFC meetings to be held in 2013, if this is deemed necessary and will be budgeted separately from this consultancy in any event.

OBJECTIVE #5 – Conduct two E-Monitoring trials

1. Plan the trials in collaboration with the WCPFC Secretariat, the nominated WCPFC member country(s) and the nominated E-Monitoring Service Provider
2. Visit the nominated WCPFC member country(s) for a period no longer than 3 months to coordinate all aspects of the E-Monitoring trials, including, but not restricted, to the following activities -
 - o General collaboration with the national fisheries authority
 - o General collaboration with the nominated fishing company(s) conducting the trials (through the national fisheries authority)
 - o Liaison with E-monitoring service provider with respect to E-Monitoring equipment and software installation and training
 - o Produce a report on the outcomes of the E-Monitoring Trial and debrief WCPFC on the outcomes of the trials (see Section D. below)

OBJECTIVE #6 – Propose potential scenarios for implementation of E-Reporting and E-Monitoring in the WCPFC Fisheries to guide discussions of a dedicated small working group

1. A basic report structure outlining the work to be undertaken is provided in Section D below.
2. This objective is likely to overlap with Objective #1.
3. This consultancy may cover the presentation of the report outcomes to at least one of the WCPFC meetings to be held in 2013, if this is deemed necessary and will be budgeted separately from this consultancy in any event.

For bids covering The first three objectives, most of the work under OBJECTIVES #1 and #2 is envisaged to occur during the time spent in the SPC member countries working on Objective #3 since there will be a considerable amount of spare time waiting between when a vessel (conducting the E-Reporting trial) leaves port and then returns from a fishing trip. The work for OBJECTIVE #4 is likely to be conducted independently of the other objectives, with close coordination with the WCPFC Secretariat.

C. Outputs

OBJECTIVE #1 – Develop a common understanding and language of what E-Reporting and E-Monitoring will mean in the WCPFC tuna fisheries

A report covering this work should include, but not restricted to, the following:

1. Terms of Reference
2. Provide a clear definition and distinction between E-Reporting and E-Monitoring, drawing on potential examples in the WCPFC Tuna Fisheries wherever possible
3. An overview of current obligations for collecting and managing SCIENTIFIC and OTHER DATA in the WCPFC tuna fisheries, highlighting OBSERVER and LOGSHEET DATA (E-Reporting) – for example, clearly state what the deliverables are.
4. A list of WCPFC CMM or other requirements that could potentially be covered by E-Monitoring
5. A description of the stakeholders in the WCPFC Area and their current and perceived roles in –
 - a. Data collection/management, highlighting OBSERVER and LOGSHEET DATA (**E-Reporting**), and
 - b. Management and Compliance (**E-Monitoring**).

The key stakeholders must include SPC, WCPFC, FFA, PNA, National Fisheries Authorities/Govt. (coastal-state and flag-state), TVM, the Fishing Industry. Are their respective roles expected to change with **E-Reporting** and **E-Monitoring** ?

6. What are the critical factors to be considered in the decision process
 - a. Describe the areas that **E-Reporting** will be more appropriate than **E-Monitoring**, and vice-a-versa.

- b. List the factors. For example, Cost, benefits to local economy, timely access to data, quality of data, etc.
 - c. Different factors will be more important to different stakeholders – how can this be resolved ?
 7. Describe the current system and future potential scenarios for OBSERVER and LOGSHEET data **E-Reporting** and **E-Monitoring** in the WCPFC Fisheries. For each scenario, include a description of --
 - a. All processes -- data acquisition, data management and data dissemination
 - b. Expected roles of each stakeholder
 - c. The potential conflicts
 - d. What are the changes to legislation required to accommodate this scenario at both the national and regional level.
 - e. Anticipated technical support requirements (e.g. equipment and human resources)
 - f. Cost implications
 8. Discussion and Recommendations, which should include --
 - a. Review the information at hand, the pros and cons of the current system and each potential scenario, including consideration of a hybrid of scenarios which might satisfy the requirements.
 - b. Provide a summation and explanation of what the consultant recommends would be the best scenario(s) for **E-Reporting** and **E-Monitoring**
 - c. List the steps involved and the perceived stakeholder(s) responsibilities in order to proceed with large-scale **E-Reporting** and **E-Monitoring** implementation in the WCPFC Tuna Fisheries, highlighting important issues that can be documented now or will need specific attention, such as a detailed breakdown of resource needs, cost recovery, changes to legislation, etc.
 - d. Describe a potential process for decision making to move **E-Reporting** and **E-Monitoring** implementation forward in regional meetings/workshops.

OBJECTIVE #2 - Document and evaluate current and future E-Reporting technologies that are potentially suitable for collecting data in the WCPFC tuna fisheries, and recommend the best potential options for E-Reporting in WCPFC tuna fisheries

A report covering this work should include, but not restricted to, the following:

1. Terms of Reference
2. Evaluation of each type of **E-Reporting** product/initiative, including sections on each of the following --
 - a. A brief description of the product/initiative, the product provider contact details, cost, availability, existence of training/documentation, etc. This section should be concise but refer the reader to any web links and/or publications that elaborate on the technical and non-technical aspects of the product.
 - b. A description of where the product/initiative has been implemented/trialed, including scale of implementation, duration of implementation, etc.
 - c. A summary of any evaluations of the product/initiative (indicating whether the evaluation was independent or not). This should include --
 - i. Specific reference to any opinions of stakeholder(s), particularly noting their opinions on the success or otherwise of the product/initiative.
 - ii. Technical Issues/constraints encountered
 - iii. Non-technical issues/constraints encountered, specifically including but not restricted to – Legal, Logistical, Economic issues
 - d. An appraisal of the product by the consultant with respect to suitability for large-scale implementation in the WCPFC Tuna Fisheries, including PROS/CONS from both the technical perspective, and the non-technical perspective (see above)
3. A table ranking each **E-Reporting** product/initiative according to the consultant's evaluation and a brief summary as to the main PROS/CONS
4. Discussion and Recommendations, which should include --
 - a. A clear indication of the best products to consider for the WCPFC Tuna Fisheries and the reasons why they were evaluated as such (referring to the Table mentioned in point 3.).

Objective #3 - Manage/coordinate two E-Reporting trials in at least one of their member countries

The details and outcomes of both the OBSERVER and LOGSHEET E-Reporting trials are to be documented in a report that should include the following:

1. Terms of Reference
2. An overview of current obligations for collecting and managing SCIENTIFIC and OTHER DATA in the WCPFC tuna fisheries, highlighting OBSERVER and LOGSHEET DATA (this may simply be a reference to the point raised in OBJECTIVE #1)
3. Evaluation of each type of Trial, including --
 - a. A summary of the opinions of each stakeholder involved in the trial, particularly noting their opinions on the success or otherwise of the trials
 - b. Technical Issues/constraints encountered
 - c. Non-technical issues/constraints encountered, specifically including but not restricted to – Legal, Logistical, Economic issues
 - d. A summary of the data quality/coverage audit (conducted by SPC Database technicians)
4. Recommendations, including --
 - a. Improvements – Technical (e.g. Product enhancements etc.)
 - b. Improvements - Non-technical, specifically highlighting legal, logistical and economic aspects
 - c. Clear plan for continued trials, if deemed necessary
 - d. Potential implications (technical and non-technical) for large-scale implementation, specifically including the legal issues to be addressed.

This report should be made available within one month of conducting the last trial.

OBJECTIVE #4 – Conduct two E-Monitoring trials on behalf of the WCPFC

The details and outcomes of the E-Monitoring trials are to be documented in a report that should include the following:

1. Terms of Reference
2. A list of WCPFC CMM or other requirements that could potentially be covered by E-Monitoring (this may simply be a reference to the point raised in OBJECTIVE #1)
3. Evaluation of each type of Trial, including --
 - a. A summary of the opinions of each stakeholder involved in the trial, particularly noting their opinions on the success or otherwise of the trials
 - b. Technical Issues/constraints encountered
 - c. Non-technical issues/constraints encountered, specifically including but not restricted to – Legal, Logistical, Economic issues
 - d. A review of the information/data acquired in the trial and it's appropriateness to WCPFC requirements, including an audit of the data for quality/coverage
4. Recommendations, including --
 - a. Improvements – Technical (e.g. Product enhancements etc.)
 - b. Improvements - Non-technical, specifically highlighting legal, logistical and economic aspects
 - c. Clear plan for continued trials, if deemed necessary
 - d. Potential implications (technical and non-technical) for large-scale implementation, specifically including the legal issues to be addressed.

This report should be made available within one month of conducting the last trial.

OBJECTIVE #5 - Document and evaluate current and future E-Monitoring technologies that are potentially suitable for WCPFC tuna fisheries

A report covering this work should include, but not restricted to, the following:

1. Terms of Reference
2. Evaluation of each type of **E-Monitoring** product/initiative, including sections on each of the following --

- a. A brief description of the product/initiative, the product provider contact details, cost, availability, existence of training/documentation, etc. This section should be concise but refer the reader to any web links and/or publications that elaborate on the technical and non-technical aspects of the product.
 - b. A description of where the product/initiative has been implemented/trialled, including scale of implementation, duration of implementation, etc.
 - c. A summary of any evaluations of the product/initiative (indicating whether the evaluation was independent or not). This should include --
 - i. Specific reference to any opinions of stakeholder(s), particularly noting their opinions on the success or otherwise of the product/initiative.
 - ii. Technical Issues/constraints encountered
 - iii. Non-technical issues/constraints encountered, specifically including but not restricted to – Legal, Logistical, Economic issues
 - iv. Could this product also be used for E-Reporting ?
 - d. An appraisal of the product by the consultant with respect to suitability for large-scale implementation in the WCPFC Tuna Fisheries, including PROS/CONS from both the technical perspective, and the non-technical perspective (see above)
3. A table ranking each **E-Monitoring** product/initiative according to the consultant's evaluation and a brief summary as to the main PROS/CONS
 4. Discussion and Recommendations, which should include –
 - a. A clear indication of the best products to consider for the WCPFC Tuna Fisheries and the reasons why they were evaluated as such (referring to the Table mentioned in point 3.).

OBJECTIVE #6 – Propose potential scenarios for implementation of E-Reporting and E-Monitoring in the WCPFC Fisheries to guide discussions of a dedicated small working group

A report covering this work should include, but not restricted to, the following:

1. Terms of Reference
2. Review the information produced from OBJECTIVES #1 thru OBJECTIVE #5, the pros and cons of the current systems, future initiatives and proposals, including consideration of a hybrid of scenarios which might best satisfy WCPFC requirements.
3. Provide a summation and explanation of what the consultant recommends would be the best potential scenarios for **E-Reporting** and **E-Monitoring**
4. For the best potential scenarios identified, list the steps involved and the perceived stakeholder(s) responsibilities in order to proceed with large-scale **E-Reporting** and **E-Monitoring** implementation in the WCPFC Tuna Fisheries, highlighting important issues that can be documented now or will need specific attention, such as a detailed breakdown of resource needs, cost recovery, changes to legislation, etc.
5. Describe a potential process for decision making to move **E-Reporting** and **E-Monitoring** implementation forward in regional meetings/workshops.

Concise weekly progress reports via email will be expected for the duration of the consultancy(s).

D. Institutional arrangement

The work to be undertaken may not necessarily be restricted to one person if efficiencies can be demonstrated in the bid by the potential Contractor(s). Bids for only part of the work outlined below (i.e. specific objectives only) will also be considered.

The successful Contractor(s) for the objectives with SPC oversight will be responsible to the OFP Principal Fisheries Scientist (Data Mgmt.), Mr Peter Williams.

The successful Contractor(s) for the objectives with WCPFC oversight will be responsible to the WCPFC Executive Director, Professor Glenn Hurry.

The Contractor(s) will be required to interact with a wide range of individuals from regional and sub-regional organisations (e.g. SPC, WCPFC, FFA and PNA offices), national fisheries offices and the fishing industry.

E. Duration of the work

The Contractor(s) will be required to cover the work in a period no longer than FOUR MONTHS. The target date for draft versions of reports on Objectives #1, #2, #4 and #6 and a presentation of the outcomes is mid-August 2013. The proposed target date for providing the final reports required for these consultancies is the mid-September 2013, to be ready for presentation at the WCPFC TCC meeting (late Sept/early Oct 2013). Concise weekly progress reports via email will be expected for the duration of the consultancies.

The bids should clearly indicate the timeline and milestones expected to complete the work for the respective objectives.

F. Duty station and travel

The Contractor(s) will be required to visit SPC headquarters in Noumea for 1-2 weeks for briefing/familiarisation with respect to Objectives #2 and #3.

The Contractor(s) will be required to visit the offices of the WCPFC Secretariat in FSM for 1-2 weeks for briefing/familiarisation with respect to Objectives #2, #4 and #5.

The Contractor(s) will be advised the venue for briefing/familiarisation with respect to Objectives #1 and #6.

The Contractor(s) will need to spend extended periods (but not more than a total of three months) in Pohnpei, Federated States of Micronesia (FSM) and 1-2 other Pacific Island countries with respect to OBJECTIVE #3 (E-Reporting trials) and OBJECTIVE #4 (E-Monitoring trials).

At the end of the consultancy, the Contractor(s) will be required to spend one week in respective venues to deliver the latest versions of the reports and providing a debrief of the project.

Costs for all authorised travel, accommodation and living expenses away from your home base, related to the consultancy(s) will be covered.

G. Qualifications of the successful consultant(s)

- Experience working in WCPFC Tuna Fisheries and with Pacific Islands countries, particularly with E-reporting and/or data collection systems, would be ideal. Experience working in any other fisheries, particularly with E-reporting and/or data collection systems, would be considered highly.
- A post-graduate degree (preferably in a Fisheries-related field) is desired but not essential.
- Evidence of excellent writing and communication skills.
- Project Management skills would be highly regarded.
- A good appreciation of the technical aspects of E-Reporting, without necessarily being an IT Technician
- A good appreciation of the WCPFC Tuna Fisheries, particularly with respect to the myriad of data collection systems and the stakeholders, would be considered highly
- Ability to work independently, often in difficult environments

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H. Scope of bid

The work to be undertaken is expected to require the services of more than one person, although there are obvious synergies with some of the objectives, for example, OBJECTIVES #1 and #6 should be covered by the same person. Your bid should clearly indicate which objectives are to be covered.

Your bid should include a clear breakdown of the daily consultancy fee, and any professional, management, operating or other administration fees. Your bid should also clearly indicate the timeline and milestones expected to complete the work for the respective objectives.

Costs for all authorised travel, accommodation and living expenses away from your home base, related to the consultancy(s) will be covered. Authorised equipment and incidentals purchases related to the E-Reporting and E-Monitoring trials will also be covered.

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

ANNEX III

RFP 13/26

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

The Contractor shall not discriminate against any Staff of SPC, their employee, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of SPC.

6. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 9.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 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.
- 13.2 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.

14. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 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.
- 15.4 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.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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17. 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.

18. TAX EXEMPTION

- 18.1 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.
- 18.2 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.

19. CHILD LABOUR

- 29.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 29.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

20. OBSERVANCE OF THE LAW

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

21. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.
