

RFP 22-4498

REQUEST FOR PROPOSAL (RFP)

FOR SERVICES

Project Title:	Estimation of sea-cucumber stocks in French Polynesia and recommendations for sustainable fishing			
Nature of the services	Consultancy			
Location:	French Polynesia: islands of Apataki and Raiatea/Tahaa			
Date of issue:	26/09/2022			
Closing Date:	24/10/2022			
SPC Reference:	RFP22-4498			

Contents

<u>PART</u>	T 1: INTRODUCTION	3
1.1	ABOUT THE PACIFIC COMMUNITY (SPC)	3
1.2	SPC'S PROCUREMENT ACTIVITIES	3
1.3	SPC's REQUEST FOR PROPOSAL (RFP) PROCESS	3
PART	T 2: INSTRUCTIONS TO BIDDERS	4
2.1	BACKGROUND	4
2.2	SUBMISSION INSTRUCTIONS	4
2.3	CLARIFICATIONS	4
2.4	EVALUATION	5
2.5	CONTRACT AWARD	5
2.6	Key dates	5
2.7	LEGAL AND COMPLIANCE	6
2.8	COMPLAINTS PROCESS	7
<u>PART</u>	T 3: TERMS OF REFERENCE	8
PART	T 4: PROPOSAL EVALUATION MATRIX	16
4.1	EVALUATION CRITERIA & SCORE WEIGHT	16
4.2	FINANCIAL EVALUATION	16
PART	T 5: PROPOSAL SUBMISSION FORMS	18
ANN	EX 1: BIDDER'S LETTER OF APPLICATION	18
<u>ANN</u>	EX 2: CONFLICT OF INTEREST DECLARATION	19
<u>ANN</u>	EX 3: INFORMATION ABOUT THE BIDDER AND DUE DILIGENCE	21
	VENDOR INFORMATION	21
	DUE DILIGENCE	21
	SOCIAL AND ENVIRONMENTAL RESPONSIBILITY (SER)	22
	SUPPORTING DOCUMENTS (where relevant)	22
ANN	EX 4: TECHNICAL PROPOSAL SUBMISSION FORM	24
<u>ANN</u>	EX 5: FINANCIAL PROPOSAL SUBMISSION FORM	25

Part 1: INTRODUCTION

1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation of the Pacific region, established by treaty in 1947 with the signing of the Agreement Establishing the South Pacific Commission (the Canberra Agreement).

SPC has our headquarters in Noumea, New Caledonia and has regional offices in Fiji, the Federated States of Micronesia and Vanuatu, as well as an office in France. SPC works across the Pacific and has staff in nearly all of our Pacific Island Country and Territory members.

SPC works for the well-being of Pacific people through the effective and innovative application of science and knowledge and is guided by a deep understanding of Pacific Island contexts and cultures. Our unique organisation covers more than 20 sectors and is renowned for knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience and conservation of plant genetic resources for food security.

For more information about SPC and the work that we do, please visit our website: https://www.spc.int/.

1.2 SPC's procurement activities

SPC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Policy.

SPC's *Procurement Policy* provides the framework for ensuring that SPC obtains the best value for its purchases, in terms of both cost and quality; demonstrates financial probity and accountability to its members and development partners; manages and prevents the potential for conflicts of interest; reduces its environmental impact and manages any other risks.

At SPC, all procurement follows the same main steps: planning; statement of needs; requisition; solicitation; evaluation; award; receipt; and payment. Different procedures apply depending on the value of the goods, services and works to be procured.

For further information or enquiries about SPC's procurement activities, please visit the procurement pages on our website: https://www.spc.int/procurement or email: procurement@spc.int.

1.3 SPC's Request for Proposal (RFP) Process

At SPC, procurement valued at more than EUR 45,000 must be advertised through a Request for Proposal (RFP) with any bids received evaluated by SPC's Procurement Committee to determine the offer that provides the best value for money.

This RFP sets out SPC's requirements and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information. The RFP contains detailed instructions and templates to enable you to submit a compliant bid. It sets out the overall timetable; it confirms the evaluation criteria that SPC will use to evaluate proposals; it explains the administrative arrangements for the receipt of the bids; and it sets out how bidders can request further information.

Your participation confirms your acceptance of SPC's conditions of participation in the RFP process.

Part 2: INSTRUCTIONS TO BIDDERS

2.1 Background

SPC invites you to submit a bid to deliver the services as specified in Part 3.

SPC has advertised this RFP on its website and may send it directly to potential vendors. The same specifications, submission and other solicitation requirements will be provided to all vendors.

SPC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration.

Please read the instructions carefully before submitting your bid. For your bid to be considered, you must provide all the prescribed information by the closing date and in the format specified.

2.2 Submission instructions

Your submission must be clear, concise and complete and should only include information that is necessary to respond effectively to this RFP. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Your proposal must include the following documents (annexes of <u>Part 5</u> of the RFP):

- a) Bidder's Letter of Application (Annex 1);
- b) Conflict of Interest Declaration (Annex 2);
- c) Information about the bidder and Due diligence (Annex 3);
- d) Technical proposal submission form (Annex4);
- e) Financial proposal submission form (Annex 5).

Your proposal must be submitted in two separate emails.

You must submit your **Technical proposal** (Annexes 1 to 4 and all their supporting documents) in English or in French as an attachment to one email. No financial information may appear in the technical proposal.

You must submit your **Financial proposal** (Annex 5) in a separate email. All prices in the proposal must be presented in EURO. Your Financial proposal is to be password protected. SPC will request the password in the event that it is required.

Both emails are to be sent to <u>procurement@spc.int</u> with the subject line of your email as: **Submission RFP22-4498 – Estimation of sea-cucumber stocks (FP)**.

Your proposal must be received no later than **24/10/2022** by **8p pm, Noumea time**. Only one bid per bidder is permitted.

SPC will send a formal acknowledgement to each proposal received before the deadline.

SPC reserves the right to exclude from consideration any proposal not received by the deadline, with incomplete information or in incorrect form.

2.3 Clarifications

You may submit questions or seek clarifications on any issue relating to this RFP. The questions are to be submitted in writing to procurement@spc.int with the subject line: Clarification RFP22-4498 — Estimation of sea-cucumber stocks (FP). The deadline for submission of clarifications is 17/10/2022 by 8 pm, Noumea time.

Details will be kept of any communications between SPC and bidders. This assists SPC to ensure transparency of the procurement process. While SPC prefers written communication in the RFP process, at any point where there is phone call or other conversation, SPC will keep a record or a file note of the exchange with prospective bidders.

2.4 Evaluation

Validity

Each proposal will be assessed for compliance with the submission requirements by the Bids Opening Committee. At this stage, basic due diligence will also be undertaken.

To assist in the examination, evaluation and comparison of proposals, SPC may ask the bidder for clarification of its proposal or additional information. The request for clarification will be in writing.

Technical

All valid proposals will be assessed against the technical evaluation criteria set out in Part 4. The criteria are provided with weighted scores according to the relative importance of each. SPC will not change the evaluation criteria set out in the RFP at any stage of the procurement process. Any changes in the evaluation criteria will result in the RFP process being re-issued.

Bidders are expected to familiarise themselves with local conditions and take these into account in preparing their proposal. Where minimum qualifications are set as specific evaluation criteria (which may include educational qualification, professional accreditation or certification, licensing, experience and expertise), proposals submitted must necessarily meet these criteria.

Financial

Any bids that pass the minimum technical evaluation requirements will pass onto financial evaluation.

During the financial evaluation, if there is a discrepancy between the unit price and the total price, the lower price shall prevail. If there is a discrepancy between words and figures the amount in words will prevail.

The total cost of the proposal must be submitted inclusive of taxes in accordance with the applicable legislation, and is not subject to revision.

2.5 Contract award

SPC may award the contract once the Procurement Committee has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be the most responsive to the RFP documents, provide the best value for money and best serve the interests of SPC.

SPC's <u>General Terms and Conditions of Contract</u> will apply to any contracts awarded under this RFP, unless otherwise agreed. Any requested changes to the General Terms and Conditions of Contract must be foreshadowed in the submission.

The award of the contract will be made by contract signed and dated by both parties.

2.6 Key dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
RFP advertised	26/09/2022
Deadline for seeking clarification	17/10/2022

RFP Closing Date	24/10/2022

2.7 Legal and compliance

Child and vulnerable adult protection: SPC is committed to the well-being of children and vulnerable adults. All SPC contractors are required to commit to the principles of SPC's Child and Vulnerable Adult Protection Policy (XI.G Manual of Staff Policies). Breach of this requirement can result in SPC terminating any contract with a successful bidder. Any allegations of potential misconduct in relation to this RFP involving children or vulnerable adults should sent to complaints@spc.int.

Confidentiality: Unless otherwise agreed by SPC in advance or where the contents of the RFP are already in the public domain when **shared** with the bidder, bidders shall at all times treat the contents of the RFP and any related documents as confidential. SPC will also treat the information it receives from the bidders as confidential.

Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFP process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the RFP process. Breach of this requirement can result in the exclusion of the bidder from the RFP process or in SPC terminating any contract with a successful bidder.

Cost of preparation of proposals: Under no circumstances will SPC be liable for any proposal submission costs, expenditure, work or effort that you may incur in relation to your provision of a proposal (including if the procurement process is terminated or amended by SPC).

Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in EURO and must be net of any direct or indirect taxes and duties and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

Eligibility: Bidders are required to disclose to SPC whether they are subject to any sanction or temporary suspension imposed by any international organisation, or whether they are subject to bankruptcy proceedings. You may not be bankrupt or suspended, debarred, or otherwise identified as ineligible by any international organisation. Failure to disclose such information may result in debarment and termination of any contract issued to the bidder by SPC.

Fraud and corruption: SPC has zero tolerance for fraud and corruption. All contractors have an obligation to report potential fraud and corruption. Breach of this requirement can result in the exclusion of the bidder from the RFP process or in SPC terminating any contract with a successful bidder. Allegations of potential misconduct by an SPC staff member or contractor involving fraud or corruption can be sent to complaints@spc.int.

Good faith: The information in this RFP is provided by SPC in good faith. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability will be accepted by SPC in relation to the adequacy, accuracy, completeness or reasonableness of this RFP or any information provided by SPC in relation to this RFP.

Modifications: Any clarifications, corrections or modifications will be published on the SPC website prior to deadline. In the event a bidder has submitted a bid before the clarification, correction or modification, the bidder will be informed and may modify the bid. The modified bid will still need to be received before the deadline.

No offer of contract or invitation to contract: This RFP is not an offer to contract or an invitation by SPC to enter into a contract with you.

Privacy: The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFP. SPC will handle any personal information it receives under the RFP in line with its Privacy Policy, and the <a href="Guidelines for handling personal information of bidders and grantees.

Right to amend, seek clarity, withdraw, not award: SPC reserves the right to: (1) amend, add to or withdraw all or any part of this RFP at any time, or to re-invite bids on the same or any alternative basis; (2) seek clarification or documents in respect of any bidder's submission; (3) choose not to award a contract as a result of this RFP; (4) make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason. Please note that while SPC will not change the evaluation criteria set out in the RFP without the RFP process being re-issued, SPC does reserve the right at the time of award of contract to vary the quantity of services and goods specified in the RFP and to accept or reject any proposal at any time prior to award of the contract without incurring any liability to the affected bidder or any obligation to inform the affected bidder/s of the grounds for SPC's action.

Right to disqualify: SPC reserves the right to disqualify: (1) any bidder that does not submit a proposal in accordance with the instructions in this RFP; (2) any bidder that misrepresents information to SPC; (3) any bidder that directly or indirectly canvasses any SPC employee concerning the award of a contract.

Use of material: Bidders shall not use the contents of the RFP or any related material for any purpose other than for the purpose of considering submitting, or submitting, a bid to SPC.

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any contract which may (or may not) follow on from this RFP process.

2.8 Complaints process

Bidders that consider they were not treated fairly during any SPC procurement process may lodge a protest. The protest should be addressed to complaints@spc.int. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: Terms of Reference

I. PREAMBLE

PROTEGE

PROTEGE is a regional cooperation project designed to build sustainable development and climate-resilient economies in the OCTs by emphasising biodiversity and renewable resources. It is funded by the 11th European Development Fund (EDF) for the Pacific overseas countries and territories (OCTs), namely French Polynesia, New Caledonia, Wallis & Futuna and Pitcairn.

The project supports the OCTs' public policies in the following four theme-based areas:

- Theme 1: The agro-ecological transition is under way to bring about climate-change-adapted and biodiversity-friendly farming, particularly organic, and forest resources are managed in an integrated and sustainable way.
- Theme 2: Reef and lagoon resources and aquaculture are managed in a sustainable and integrated manner suited to both island economies and climate change.
- Theme 3: Water is managed in an integrated and climate-change-adapted manner.
- Theme 4: Invasive alien species are managed to strengthen ecosystem-service and land-biodiversity protection, resilience and restoration.

PROTEGE has an overall budget of EUR 36 million for the period 2018-2022, including 30.5 million implemented by the Pacific Community (SPC) and 5.5 million by the Pacific Regional Environment Programme (SPREP), co-delegatee.

Theme 2: Coastal Fisheries and Aquaculture

The funding agreement (EDF/2018/038-910) and delegation agreement (EDF/2018/399-686) define the activities assigned to SPC with regard to implementing PROTEGE.

Project theme 2 aims to specifically manage reef lagoon and aquaculture resources in a more sustainable and integrated manner suited to island economies and climate change both locally and regionally.

Its expected outcomes were developed through regional consultations between the OCTs and are tailored to the local context in each territory. A sectoral/cross-sectoral approach will be used along with a network of demonstration, testing and production farms and sites. It is built around four expected outcomes.

- Aquaculture techniques that are sustainably integrated into natural settings and suited to island economies are trialled and implemented at pilot scales and then transferred to the rest of the Pacific.
- EO6 Participatory management and integrated planning of exploited fisheries resources are continued and strengthened.
- EO7 Fisheries and aquaculture products are developed as part of a sustainable development approach.
- EO8 Cooperation between the OCTs and between the OCTs and the ACP countries is strengthened and made sustainable through operational, coordination and support mechanisms.

Area-2 lead agency

The territorial authorising officer identified and designated the Marine Resource Department (DRM) to be the lead agency for project Area 2 tasked with providing coordination in French Polynesia. DRM's expertise is well-suited to implementing activities in this area.

Under EO6, "Fisheries resource integrated management and participatory planning initiatives have been continued and strengthened," the Marine Resource Department (DRM) is piloting activity 6.B.2.1 on acquiring scientific knowledge regarding stock status, ecology and biological traits. The activity aims to estimate stocks of six sea-cucumber species and make recommendations for using these resources sustainably and monitoring stocks.

II. RFP background

Sea cucumber stocks in French Polynesia were not generally harvested much from 1940 to 2008 (Stein A., 2018). It was not until 2008 that commercial harvesting began with a local operator who had acquired experience in the industry in New Caledonia (Stein A., 2018). Then, from 2008 to 2012 harvesting ramped up with three tonnes exported in 2008, 28 in 2009, 56 in 2010, 125 in 2011 and 126 in 2012. The situation led to issues such as resource waste and over-harvesting on some islands, etc. As a result, French Polynesia regulated sea-cucumber harvesting in 2012. From 2013 to 2020, exports fell off sharply to between 1.8 and 7.6 tonnes. No fishing season opening requests have been lodged with DRM since 2020. This is because the commercially high-value species *Holothuria fuscogilva* and *Holothuria whitmaei* that interest harvesters may no longer be harvested since they were listed by CITES at appendix II as from 28 August 2020 and required a safe-trade ruling. Unless sufficient fisheries data can be produced on the species, DRM would no longer be able to comply with CITES requirements on wild harvesting.

The 2012 regulations distinguish between:

- **subsistence harvesting**, which is authorised for all species. This applies to self-consumption and the product of such harvesting cannot be sold. It is subject to rules such as on catch sizes and temporary bans and can only be practised manually during the day; and
- **commercial harvesting,** which is prohibited unless the Council of Ministers authorises it and is restricted to the five following species: *Holothuria fuscogilva, Holothuria whitmaei, Bohadschia argus, Actinopyga mauritiana* (aka *Actinopyga varians*) and *Thelenota ananas*. It is conditional upon setting up a management committee, a reserve in which harvesting is prohibited and rules such as species quotas, minimum catch sizes and ban periods, etc. It is also subject to monitoring and product traceability and is enforced using harvesting logs and produce delivery books with counterfoil.

It should also be noted that commercial fishing produce may only be sold to accredited traders and that it has so far been sold on the Asian market, particularly Hong Kong.

The islands referred to by this RFP are Apataki in the Tuamotu Group and Raiatea-Tahaa, in the Leeward Islands.

Apataki is an atoll with two channels leading out to the ocean. The lagoon covers 706 km² and is very deep in some locations, reaching 50 m. Bathymetric data are available for the island's western part (cf. related bibliography). Sea-cucumber harvesters claim there are teat sea-cucumbers in very deep spots and the literature indicates they can be found at depths of up to 50 metres. Commercial sea-cucumber harvesting was authorised on the island from 2014-2017. Applications were lodged in 2018 and 2019 to authorise harvesting but rejected out of precaution due to suspicions that two teat sea-cucumber species were being overharvested. Some harvesters had reported falling catches per unit effort, explaining that they had to dive to ever greater depths. Harvesters were therefore requested not to resume commercial fisheries so that stocks could regenerate and a study was proposed to assess the stock's health status. Commercial fisheries

data and a map showing the sea-cucumber reserve are also appended.

Raiatea and Tahaa share a single lagoon with 10 channels leading to the ocean. The lagoon measures 290 km², is over 40 m deep and some channel depths can reach over 60 m in places. In 2016 and 2017 seacucumber harvesting was only authorised in the maritime area located off Tahaa Island. Commercial fisheries data and the map showing the reserve are appended. These islands were selected because they are included in the *Holothuria fuscogilva* sea ranching project and so natural stock of this species on the islands needed to be known.

There are also reports that the reserves were sometimes visited by harvesters, despite the ban on harvesting and that they used pickaxes to catch sea cucumbers despite regulations prohibiting such tools.

This study is important for French Polynesia so that it can:

- acquire the data on all five species authorised for commercial harvesting (Holothuria fuscogilva, Holothuria whitmaei, Bohadschia argus, Actinopyga mauritiana aka Actinopyga varians and Thelenota ananas) as well as H. atra and Thelenota anax, which are lacking. Only one commercial sea-cucumber stock estimate was conducted in French Polynesia in 2010 on Moorea Island as part of a two-year master degree research internship. The internship report is appended. There is also a downloadable study estimating sea-cucumber and starfish spatial distribution models on Rangiroa as part of a bachelor degree research internship carried out at CRIOBE in 2008 and the SPC study report in French Polynesia which is also a downloadable on line on work carried out under the European Community funded PROCFISH programme in waters forming part of the Fakarava, Maatea (Moorea), Mataiea (Tahiti), Raivavae and Tikehau municipal areas providing density estimates in a number of transects defined by the areas studied.
- sustainably harvest these species; and
- for the *Holothuria fuscogilva* and *Holothuria whitmaei* species, which can no longer be exported, acquire scientific data for use in drafting a safe trade notice for submission to the CITES scientific authorities so as to determine whether such species can be traded internationally.

Relevant bibliography:

- Decision no. 88-183 AT of 8 December 1988 as amended regulating fisheries in French Polynesia; http://lexpol.cloud.pf/LexpolAfficheTexte.php?texte=180035&idr=1156&np=1
- Decision no. 88-184 AT of 8 December 1988 as amended to protect certain marine and freshwater animal species belonging to French Polynesia's natural heritage;

http://lexpol.cloud.pf/LexpolAfficheTexte.php?texte=180036&idr=1163&np=1

- Decision no. 2012-50 APF of 22 October 2012 instituting specific measures for managing certain aquatic species;

http://lexpol.cloud.pf/LexpolAfficheTexte.php?texte=377933

- Order no. 573 CM of 25 April 2013 as amended for implementing decision no. 2012-50 APF of 22 October 2012 instituting specific management measures for certain aquatics species;

http://lexpol.cloud.pf/LexpolAfficheTexte.php?texte=396600&idr=1165&np=1

- Stein, A., 2018 Development and application of sea-cucumber fishery regulations in French Polynesia, Fisheries Newsletter no. 157 – September-December 2018. SPC Noumea pp 40-59;

https://purl.org/spc/digilib/doc/n79ht

Bathymetric data available from https://www.tefenua.gov.pf/ and data.shom.fr

- Andréfouet S., Torres-Pulliza D., Dosdane M., Kranenburg C., Murch B., Muller-Karger F. E., and Robinson J.A., 2005. Atlas des récifs coralliens de Polynésie française. IRD Noumea, 38 p + 86 p

https://horizon.documentation.ird.fr/exl-doc/pleins textes/divers14-03/010045822.pdf

THIAULT Y., 2009. Distribution spatiale des holothuries et étoiles de mer et détermination de l'infestation des holothuries et des huitres perlières par les poissons Carapidae. Rapport de stage CRISP 55p

https://spccfpstore1.blob.core.windows.net/digitallibrary-

docs/files/66/660d4395b551295e3dd7ba66ff27ec27.pdf?sv=2015-12-

11&sr=b&sig=pIXGV0S%2B8GHoIsGRSx5u64FHBOBnaA0KPCbgFO3rVr0%3D&se=2023-03-

04T19:29:27Z&sp=r&rscc=public%2C%20max-age%3D864000%2C%20max-

Pearl farm maps on Apataki and Raiatea - Tahaa

Reserve area maps

Preuvost M., 2011. Estimation des stocks d'holothuries commerciales dans le lagon de Moorea et recommandations de gestion associées. Rapport de stage de Master 2. Université de Perpignan, CRIOBE, 36p

III. PURPOSE OF THE RFP

The RFP is divided into two parts:

- Part 1: Apataki; the sea-cucumber stock assessment on this island is mandatory and expected in the bidder's submission;
- Part 2: Raiatea Tahaa; the sea-cucumber stock assessment on these islands expected from the bidder is optional.

The study objectives are as follows.

- Assess stocks for the whole of Apataki Lagoon up to the reef crest (but not including the outer slope)
 for the five authorised commercial harvesting species plus Holothuria atra, a species requested for
 listing as an authorised commercial harvesting species in French Polynesia and Thelenota anax if
 present.
- 2. Assess both teat sea-cucumber species, *H. fuscogilva* and *H. whitmaei* on Raiatea and Tahaa Islands and propose an option for also assessing the stocks of the three other commercial species as well as *H. atra* and *Thelenota anax* if present; i.e. a maximum total of seven species.
- 3. Compare the species wealth and sea-cucumber density observed on pearl farms with control sites having similar habitats, depths and currents in locations far removed from the influence of such farms so as to identify any potential positive or negative effects in terms of sea-cucumber abundance and biomass and of oyster breeding alongside sea-cucumber populations (several farms are located on

Apataki and Raiatea-Tahaa).

- 4. Prospect on Apataki Atoll in only a few channels or *hoas* to establish whether *H. fuscogilva* and *H. whitmaei* juvenile teat sea cucumbers are present and offer the option of counting any such juveniles, if found and collecting biometric data and taking photographs.
- 5. Collect a total of 20 *H. fuscogilva* and 20 *whitmaei* tegumen specimens on Raiatea and Tahaa Islands for DNA anaylsis.
- 6. Make recommendations for enhancing regulations so as to facilitate sustainable harvesting that is safe for the resource. The regulations should be based on current regulations, knowledge of the existing commercial harvesting system and international CITES regulations.
- 7. Make recommendations for setting up long-term stock monitoring at a lower cost.

All candidates will make differentiated technical and financial proposals forwarded in two separate emails each to the SPC procurement unit.

Each objective in the proposal should detail the proposed methodology(ies) and action to be taken for each stage addressing the objectives set, specifically for objectives 1 to 4:

- Phase A: preparation, scoping and approval of the harvester questionnaire and field data collection protocol
- Phase B: harvester survey, field data collection. With regard to this aspect, the technical proposal should indicate the technical and human resources required (number of FTEs and qualifications). The contractor is encouraged to work closely with harvesters taken on board to the site and share their observations on site that lead to any sampling plan adjustments with the client. The sampling strategy (geographical stratification and sampling density required for a high-quality assessment) will also need to be clearly described.

By the same token, the financial proposition will need to precisely quantify the various phases and options:

- For the Apataki study, the study cost on Apataki with a minimum, optimum and maximum assessment for six and seven species (five commercial species plus *T. anax* and *H. atra*). The cost should be given per station or surface unit and per habitat type (involving different tools and methods);
- For the Raiatea-Tahaa study: the study cost on Raiatea-Tahaa with a minimum, optimum and maximum assessment for two species, i.e. *H. fuscogilva* and *H. withmaei*, for six species and for seven species. The cost should be given per station or surface unit and per habitat type/depth (involving different tools and methods).
- Phase C: Data analysis, result interpretation and deliverable production.

As the study areas are deep in parts and one of the species under study, *H. fuscogilva*, has already been observed at 50 m depths, the candidates may use different and a/or complementary methods to acquire data in 0-30 and 40 m areas and in deeper areas at 30 to 40 m— 50 m (scuba diving, ROV use, etc). The candidate may also propose innovative methods for improving the study's cost-benefit ratio. The methods must be clearly explained and reproducible by other organisations in the future. The methods' limitations must also be explained if they vary according to sampling depth. Consistency must be aimed at in the overall stock assessment.

The candidate is also expected to provide a provisional schedule detailing the time required by the task's various stages and for submitting the deliverables indicated in the paragraphs below.

The candidates will also need to specify the team members and their various roles and provide the CVs of people involved in the project stating the scuba diving qualifications of members who will be diving to collect data, if this data acquisition method is opted for. The service provider must explain how they comply with French Polynesian diving regulations in their proposal.

With regard to objective 5, DRM will supply the provider with the necessary equipment to collect and package samples. The department will also obtain the required authorisations.

IV. OPERATION AND MISSION DESCRIPTION

A scoping meeting will be held at the beginning of the study so that the different study stakeholders can introduce themselves and discuss their objectives, protocol, methods to be implemented and the study schedule.

A. Study preparation phase

During this phase, the service provider is requested to collect all the information, data and documents they need to meet the objectives and to discuss the best possible allocation of the sampling effort that factors in the ecological characteristics of the study's target species. The provider will need to develop a protocol that meets objectives 1 to 4 depending on the methods selected for both areas (0-30 to 40 m and > 30-40 m). The protocol, method and sampling need to take the studied species preferential habitat into consideration and be scientifically robust and as cost-effective as possible.

The protocol and sampling will be presented at the methodology approval meeting and the client may propose adjustments. After this meeting and once the plan has been completed, it will be approved by DRM and the PROTEGE team.

During this initial phase, the service provider shall prepare the questionnaires for harvesters, field data collection forms and the database for entering field data. The database should be designed in such a way as to analyse the data acquired by the study as effectively as possible.

B. Field data collection phase

Before starting to collect field data, the service provider will present the study to the community at a meeting for part 1 and two meetings for part 2. DRM will facilitate the meetings and take part in order to introduce the service provider.

During the meeting, the study will be presented with its objectives, protocol and sampling station locations. It will be an opportunity to ask the harvesters how they feel about the choice of stations and whether they include the sites they know and which are important. They could possibly suggest suitable prospection areas at the meeting.

On Apataki, for example, harvesters report that sea cucumbers accumulate in lagoon basins. It is, therefore, important to factor in this kind of information and adjust or supplement the sampling accordingly if needed.

The provider is also expected to suggest to willing harvesters that they monitor the field data acquisition operations.

It is also very important that the provider discuss sea-cucumber harvesting, regulations and the system set up so as to achieve objective 6 with the harvesters, a list of whom will be provided by DRM. The harvesters may wish to provide information during such discussions which they would not necessarily have shared during the meeting, as it might have been sensitive or they might have been reluctant to speak in public.

The minimum counting data will be:

- For objectives 1 and 2, i.e. for *Atra* and *Thelenota anax* commercial species, the species, number of individuals per species, size, depth and related habitat. The number of individuals per species may be confined to areas at depths of-30 to 40 m depending on the collecting method(s) used to estimate stocks;
- For objective 3, the number of species and individuals per species, individual sizes, depth and related habitat.

These data are important for obtaining information on the population demographics (size frequency) abundance and density, etc.

During this phase, the provider will also need to take photographs on site of the various species in the different habitats where they are encountered.

C. Data analysis, result interpretation and deliverable production phase

This phase will consist of analysing and developing the data collected during the field phase.

Processing the data will achieve the expected outcomes of objectives 1 to 7 and produce the deliverables specified at item VI 2.

V. ORGANISING THE OPERATIONS

Le the provider will undertake the following tasks:

- work in liaison with DRM and the PROTEGE team;
- be attentive to DRM's needs and offer pragmatic solutions;
- attend the meetings mentioned at item VI 1; and
- write and submit the deliverables specified at item VI2 within the require times and have them approved by DRM and the PROTEGE team.

The DRM resource persons will forward all the documents and information at their disposal for achieving the mission objective stated in these terms of reference and facilitate initial contact with the stakeholders (municipal authorities, and harvesters, etc.)

VI. MEETINGS AND DELIVERABLES

1. Meetings

The provider will be required to facilitate and/or take part in at least the following meetings:

- a study scoping meeting marking the beginning of the study;
- a methodology approach approval meeting;
- a study presentation meeting on the study site before the field data acquisition work begins, namely one at Apataki for part 1 and one on Raiatea and another on Tahaa for part 2;
- a debriefing at the end of the first field data collection trip, i.e. after the Raiatea/Apataki meeting and before commencing the second; and
- a feedback meeting after the above, which will be attended by DRM and the PROTEGE team. In The
 meeting may be held at DRM or remotely if the successful bidder is not based in French Polynesia.

2. Deliverables

The provider will submit the following deliverables:

- a concise scoping note presenting the study, objectives, selected methodology(ies), resources committed and provisional schedule;
- meeting reports (particularly on meetings for scoping purposes and those held on the three islands) covering the information shared during these meetings and any updated methodology(ies), if adjustments are made;
- an interim report submitted after the field data collection phase reporting on progress and preliminary results;
- the final report in PROTEGE report format including an executive summary, an introduction, the implementation protocol describing the equipment and methods used, the collected data, results and discussions plus recommendations for managing and monitoring stocks more economically over the long term so as to sustainably use these resources;
- a concise note summarising the main results for DRM to provide to CITES and its governing body so as to develop sustainable harvesting advice on the area's target species
- the database(s) in digital format and free of usage rights;
- digital photographs taken on site and free for DRM and PROTEGE to use for any purposes;
- the 40 requested samples; and
- the study feedback meeting PowerPoint presentation.

VII. TIMELINES

The contract shall enter into force as from the date of notification of award to the contractor by means of an order to proceed. It will commence with a scoping meeting between the service provider, DRM and PROTEGE team. Such meeting shall be held in the week after the notification served by order to proceed.

The successful bidder shall finalise the whole study not later than 12 months following the date of contract execution (an extension of PROTEGE is currently being considered).

VIII. <u>PAYMENTS</u>

The service provider shall be remunerated based on their technical and financial proposal.

An initial payment of 20% of the total amount shall be made on the date the agreement is executed.

A second payment of 20% of the total amount shall be made upon submission of the scoping note, scoping meeting report and final approved methodology.

A third instalment of 30% shall be paid after the interim report has been approved by PROTEGE and DRM

The balance shall be paid at the end of the study once all the deliverables expected by the DRM and PROTEGE teams have been received and approved.

Part 4: PROPOSAL EVALUATION MATRIX

4.1 Evaluation criteria & Score Weight

A two-stage procedure will be utilised to evaluate 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 Part 3.

The evaluation matrix bellow also reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

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	
Mandatory requirements Qualification, experience, and references of the candidate, according to			
the following sub-criteria:			
the following sub-criteria.			
- Experiences and references in conducting stock assessments of fishery resources and more particularly reef and benthic resources	Bidders will be disqualified if any of the requirements are not met		
Experience of team members in the field of fisheries resource management and more particularly in tropical island environments			
Technical requirements			
Quality and relevance of the proposal			
Clarity and completeness of the technical proposal	30 %	210	
Relevance of the proposed method(s)	25 %	175	
Team know-how			
Qualification of team members and experience	20 %	140	
Technical feasibility			
Consistency of the means mobilized with the objectives of the study and making it possible to respond satisfactorily to the objectives set	15 %	105	
Detailed, realistic work schedule consistent with the proposed method(s)	10 %	70	
Total Score	100%	700	
Qualification score	70%	490	

4.2 Financial evaluation

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

Financial Proposal score = (Lowest Price / Price under consideration) x 300

Part 5: PROPOSAL SUBMISSION FORMS

Annex 1: BIDDER'S LETTER OF APPLICATION

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 Financial Proposal attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor
 any agreement made subsequent to the Request for Proposal documents will imply any
 representation from or on behalf of SPC that there has been no material change since the date of
 the Request for Proposal documents, or since the date as at which any information contained in the
 Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Financial Components proposed.

For the Bidder:	linsert name d	of the company]
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Signature:

Name of the Bidder's representative: [insert name of the representative]

Title: [insert Title of the representative]

Date: [Click or tap to enter a date]

Annex 2: CONFLICT OF INTEREST DECLARATION

INSTRUCTIONS TO BIDDERS

What is a conflict of interest?

A conflict of interest may arise from economic or commercial interests, political, trade union or national affinities, family, cultural or sentimental ties, or **any other type of relationship or common interest between the bidder and any person connected with the contracting authority** (SPC staff member, consultant or any other expert or collaborator mandated by SPC).

Always declare a conflict

The existence of a potential or apparent conflict of interest does not necessarily prevent the bidder concerned from taking part in a tender process. However, the declaration of the existence of such a conflict by the persons concerned is essential and allows SPC to take appropriate measures to mitigate it and prevent the associated risks.

Bidders are therefore invited to declare any situation, fact or link which, to their knowledge, could generate a real, potential or apparent conflict of interest.

Declaration at any time

Conflicts of interest may arise at any time during the procurement process or the implementation of a contract (e.g. new partner in the project) or as a result of a change in personal life (e.g. marriage, inheritance, financial transaction, creation of a company). If such a relationship is found and could be perceived by a reasonable person as likely to influence a decision, a declaration of the situation is necessary. In case of doubt, a conflict situation must be declared.

Declaration for any person involved

A declaration must be completed for each person involved in the tender (principal representative of the bidder, possible subcontractors, consultant, etc.)

Failure

Failing to declare a potential conflict of interest may result in the bidder being refused a contract or placed on SPC's list of non-responsible suppliers.

DECLARATION

I, the undersigned, [name of the representative of the Bidder], acting in the name and on behalf of the company [name of the company], declare that:

To my knowledge, I am not in a conflict-of-interest situation
There is a potential conflict of interest with regard to my [Choose an item]. relationship with [name of
the person concerned] in his or her capacity as position/role/personal or family link with the person
concerned], although, to the best of my knowledge, this person is not directly or indirectly involved in
any stage of the procurement process
may be in a conflict of interest with regard to my [Choose an item] relationship with [name of the person
concerned] in his or her capacity as position/role/personal or family link with the person concerned], as
this person is, to the best of my knowledge, directly or indirectly linked to the procurement process
To my knowledge, there is another situation that could potentially constitute a conflict of interest:
[Describe the situation that may constitute a conflict of interest]

In addition, I undertake to:

- declare, without delay, to SPC any situation that constitutes a potential conflict of interest or is likely to lead to a conflict-of-interest;
- not to grant, seek, obtain or accept any advantage, whether financial or in kind, to or from any
 person where such advantage constitutes an unfair practice or an attempt at fraud or corruption,
 directly or indirectly, or constitutes a gratuity or reward related to the award of the contract;
- to provide accurate, truthful and complete information to SPC in connection with this procurement process.

I acknowledge that I and/or my company and/or my business partners who are jointly and severally bidding on the RFP 22-4498 may be subject to sanctions such as being placed on SPC's list of non-responsible vendors, if it is established that false statements have been made or false information has been provided.

For the Bidder: [insert name of the company]	
Signature:	
orginature.	
Name of the representative: [insert name of the representative]	
Title: [insert Title of the representative]	
Date: [Click or tap to enter a date]	
_ a.a. [a.a. a. a.a. a. a.a. a. a.a. a.	

Annex 3: INFORMATION ABOUT THE BIDDER AND DUE DILIGENCE

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

VENDOR INFO	RMATIC)N					
Are you already registered as an SPC vendor?							□ No
Please provide info							
Company name	[Enter company name]			Address	[Enter addre	255]	
	[Enter name of the executive			ve 	[Enter positi	_	executive
Director/CEO	person]			Position	person]		
Business Registration	n/License r	number	[Enter cor	npany registratio	on/license numb	er (or tax n	umber)]
Date of business registration [Enter date of business registration]							
Country of business	registratio	n	[Enter cou	intry of business	registration]		
Status of the entity:							
☐ For-profit entity (company),	\square NGO,	\square Internati	onal organisatio	n, 🗌 Governme	nt body,	
☐ University, ☐ Ass	ociation, \Box	Researc	h Institute,	Other: [insert	t details]		
2. Please provide rel			• •		ne legal existen	ce of the e	ntity, the
authority of its off	-						
☐ Delegation of	-	•	•	document			
☐ Certificate of b	ousiness re	gistration	/license				
☐ Memorandum	, Articles o	r Statutes	of Associa	tion			
☐ Telephone, wa	ater, or elec	ctricity bil	I in the nam	ne of the entity			
☐ Bank account	details bea	ring the n	ame of the	entity			
3. How many employ						nswer]	1
Do you have profes		_		s in respect of y	our employees,	☐ Yes	□ No
sub-contractors, p							
If 'No', what type of							
5. Are you up to date with your tax and social security payment obligations?							□ No
If 'No', please explain			ovide detai	ls]			
6. Is your entity regul						☐ Yes	☐ No
If 'Yes', please specify				the national reg	ulation authority		Τ
7. Is your entity a publicly held company?							+
8. Does your entity have a publicly available annual report?							□ No
Please send SPC your	audited fii	nancial st	atement fro	m the last 3 find	incial years if avo	ailable	
DUE DILIGENC	E						
							T
9. Does your entity h						☐ Yes	☐ No
If you answered 'yes'	•	•	•	e confirm the bro	anches:		
					☐ Yes	□ No	
■ Domestic subsidiaries □ Yes □ N					☐ No		
Overseas branches □ Yes □ N						☐ No	
						☐ No	
10.Does your entity p limited to:	rovide fina	incial serv	vices to cus	tomers determi	ned to be high r	isk includir	g but not
Foreign Financial Inst	titutions	☐ Yes	□ No	Casinos		☐ Yes	□ No
Cash Intensive Busine		☐ Yes	□ No	Foreign Gover	nment Entities	☐ Yes	□No

Non-Resident Individuals	☐ Yes	☐ No	Money Serv	vice Businesses	☐ Yes		No
\square Other, please provide details	:		[Provide de	tails]			
11.If you answered 'yes' to any of the boxes in question 10, does your entity's							
policies and procedures specifically outline how to mitigate the potential risks							No
associated with these higher risk customer types?							
If 'Yes', please explain how: [Provide explanation]							
12.Does your entity have a wi	ritten polic	y, contro	Is and proce	edures reasonably			
designed to prevent and dete	ect fraud, c	orruption	, money laun	dering or terrorist	☐ Yes		No
financing activities?							
If 'Yes', please send SPC your po	licy in Engl	ish.					
If 'No', what process does your	entity have	e in place	to prevent	[provide answer]			
and detect money laundering or	r terrorist fi	inancing a	ctivities?	[provide driswer]			
13.Does your entity have an off	icer respor	nsible for	anti-corrupti	on, or anti-money	☐ Yes	□ I	No
laundering and counter-terro							
If 'Yes', please state that officer				and contact details]	1	
14. Has your entity or any of its	current or	former d	lirectors or C	EOs ever filed for	☐ Yes	□ r	Nο
bankruptcy?	T						•••
If 'Yes', please provide details:	[Provide of				•	1	
15. Has your entity or any of its							
subject of any investigation		•	•		☐ Yes		No
actions resulting from viola		-	_	s, including those			
relating to money laundering	1		ng?				
If 'Yes', please provide details:	[Provide of	details]					
COCIAL AND ENVIDON							
SOCIAL AND ENVIRON	IVIENTA	L RESP	ONSIBILIT	ΓY (SER)			
					Τ	Ι	
16.Does your entity have a writt	en policy, c	controls ar	nd procedure		☐ Yes	_ r	No
16.Does your entity have a writt Social and Environmental Res	en policy, c sponsibility	controls ar (SER) con	nd procedure		☐ Yes	<u></u>	No
16.Does your entity have a writt Social and Environmental Res If 'Yes', please send SPC your po	en policy, c sponsibility licy in Engli	controls ar (SER) con ish.	nd procedure nmitments?	s to implement its	☐ Yes	<u> </u>	No
16.Does your entity have a writt Social and Environmental Res If 'Yes', please send SPC your po If 'No', what process does your	en policy, c sponsibility licy in Engli entity have	controls ar (SER) con ish. in place t	nd procedure nmitments? o [provide		□ Yes	<u> </u>	No
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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.

I declare that none of the funds received or to be received by my company will be used for criminal activities, including financing terrorism or money laundering.

By sending this declaration to SPC, I agree that my business and personal information may be used by SPC for due diligence purposes. I also understand and accept that SPC will treat any personal information it receives in connection with my proposal in accordance with its Privacy Policy, and the Guidelines for handling Personal information of bidders and grantees.

For the Bidder: [insert name of the company]

Signature:

Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]

Date: [Click or tap to enter a date]

Annex 4: TECHNICAL PROPOSAL SUBMISSION FORM

Technical Requirements						
Evaluation criteria		Response by Bidder				
Experience and specified per	sonnel/sub-contra	ctors				
	Experience:					
	[insert details of rel	[insert details of relevant experience]				
	Details for three re	ferences:				
	 Client's nar 	me: [insert name of client 1]				
	Contact name:	[insert name of contact]				
	Contact details:	[insert contact details]				
	Value contract:	[insert value of contract]				
Experience:	2. Client's name: [insert name of client 2]					
	Contact name:	[insert name of contact]				
	Contact details:	[insert contact details]				
	Value contract: [insert value of contract]					
	3. Client's name: [insert name of client 3]					
	Contact name:	[insert name of contact]				
	Contact details:	[insert contact details]				
	Value contract:	[insert value of contract]				
	•	onnel/sub-contractors				
Personnel: [insert details of	Manager's	[insert details about manager's experience]				
the personnel/su-contractors experience:						
required]	Consultants'	[insert details about consultants' experience]				
	experience:	[[] [] [] [] [] [] [] [] [] [

Please provide the documents described on paragraph III of the Terms of Reference – Purpose of the RFP.

For the Bidder: [insert name of the company]

Signature:

Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]
Date: [Click or tap to enter a date]

Annex 5: FINANCIAL PROPOSAL SUBMISSION FORM

INSTRUCTIONS TO BIDDERS

In their financial proposal, bidders should detail as much as possible the price requested in response to the technical specifications.

Wherever possible, this should be stated as a lump sum and then as a total amount (e.g. lump sum can be: daily rate for a consultant, a project manager, a developer, a scientist, lump sum for the organisation of an event, price of a consultation and total amount can be: number of days of drafting required to produce the report, number of meetings required, number of conferences, workshops, etc.).

Good detail in their financial proposal helps bidders to give clarity and transparency to their proposal and makes it easier for SPC to score the proposals received.

The contract to be concluded with the selected bidder must mention all the costs incurred for the execution of the assignment entrusted to him. No additional costs can be claimed from SPC after the contract has been signed. Bidders must mention in their financial proposal all additional costs foreseen for the execution of the contract (material, equipment, travel, etc.). These costs will either be included in their fees, paid or reimbursed by SPC upon presentation of supporting documents. In any case, they must be estimated by the bidder in its financial proposal and will form an integral part of SPC's evaluation of proposals.

Bidders must also mention any special conditions relating to the amount of their proposal or the terms of payment.

The financial proposal must be submitted inclusive of taxes in accordance with the applicable legislation. However, the final amount of the awarded contract may be paid to the successful bidder inclusive or exclusive of taxes, depending on the tax exemptions enjoyed by SPC as an intergovernmental organisation in its member countries and territories.

The following form is given as an indication, the bidder may submit its financial proposal to SPC in another format, provided that it complies with the instructions detailed in this RFP/RFQ and in particular:

BIDDER'S FINANCIAL PROPOSAL - SERVICES

Total price of the offer (in figures and in words, in Euros (€) and all taxes included).

Please detail your price offer as much as possible, detailing the costs of the service as well as the estimated travel costs.

For the Bidder: [insert name of the company]

Signature:

Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]

Date: [Click or tap to enter a date]