# **DRAFT CONTRACT**

Ref : N° 002/18/CTR-2018/FCWC-PESCAO/SG/PM/FAO

SERVICES CONTRACT FOR EUROPEAN UNION FUNDED

PROJECT: Improved Regional Fisheries Governance in Western Africa (FCWC-PESCAO) No CTR: FED/2018/ 395-928

**11th EUROPEAN DEVELOPMENT FUND**

The Secretary General of FCWC, as Project Manager of the FCWC-PESCAO Project on behalf of and for the account of the Fisheries Committee for the West Central Gulf of Guinea (FCWC),

4th Floor of Marine Fisheries Research Institute Building

Lumumba Drive, Community 2, P.O. Box BT 62 Tema, Ghana

Phone : +233 30 320 5323 / 30 320 5328

E-mail: secretariat@fcwc-fish.org

Website : www.fcwc-fish.org

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[<Legal status/title>]

[<Official registration number>]

<Full official address>

[<Tax Identification Number>], (“the Contractor”)

of the other part,

have agreed as follows:

**Identification number** N° 002/18/CTR-2018/FCWC-PESCAO/SG/PM/FAO

**Article 1 Subject**

* 1. The subject of the contract shall be the translation services on an as and when required basis for the translation from English to French and/or French to English for the Project working documents, as well as simultaneous interpretation during Workshops, Conferences and assimilated meetings in the framework of the implementation of the European Union Funded FCWC-PESCAO Project.

 The implementation period of tasks shall run from 12th July, 2018 to 11th July, 2019.

**Article 2 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

* the contract agreement;
* the Requirements for the tasks (including clarifications before the deadline for submission of proposal);
* Request for Proposal Submittal documentation (ANNEX I)
* the Technical Proposal (ANNEX IV including clarifications from the proposer provided during tender evaluation);
* the Pricing proposal - Fee breakdown (ANNEX V);
* specified forms and other relevant documents (Annex II+ANNEX III);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**Article 3 Contract Contact**

The ………………………….. is the representative of the Contracting Authority for whom the Work will be carried out pursuant to a call-up under the Contract and is responsible for all of the technical content of the Work.

**Article 4 Call-up Form**

The Contracting Authority shall use a call-up form to request the services from the Contractor. These forms shall serve as a contract for the work (see Annex VI and ANNEX VII).

**Article 5 Price**

3.1 The price of the supply shall be that shown on the Pricing proposal (specimen in Annex V).

|  |  |  |
| --- | --- | --- |
| **Item Number** | **Service** | **Pricing ( In Euro)** |
| 1 | Document Translation | ……………………………………….Per Page |
| 2 | Interpreters | ……………………………………….Per Hour |

**Article 6 General principles for payments**

Payments shall be made in Euros.

Payments shall be authorised the FCWC-PESCAO Project Manager acting as Contracting Authority,

Payments shall be made in the following instalments:

1. 60% advance of the estimated price on the call-up after conclusion of the call-up, against provision of Estimate and request for advance payment.
2. Balance payment as per the final amount of invoice, after completion of service, against provision of the relevant invoice.

**Article 7 Warranties**

The Proposer hereby warrants to Contracting Authority that:

1. The Services will be performed in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards;
2. The Deliverables will conform with the Requirements for the tasks set out above in Article 2 line 2;
3. Payments made before the execution of the services should be reimbursed in case the programme could not have occurred as scheduled, due to the payment or any provable circumstances;

**Article 8 Insurance and Liabilities to Third Parties**

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.
2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
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.

**Article 9 Confidentiality**

1. The Contractor must agree to maintain security standards consistent with security policies of the Contracting Authority. These may include strict control of data, maintaining confidentiality of information gained while carrying out their duties.
2. Information pertaining to the Contracting Authority obtained by the Contractor as result of participation in the work is confidential and must not be disclosed without a written consent from the Contracting Authority.

 **Article 10**  **Settlement of disputes**

For any disputes arising out of or relating to this Contract, the amicable dispute-settlement procedure shall be initiated when one party notifies the other of the dispute and proposes that it is settled amicably by arrangements to be agreed by the parties.

In case of failure of the amicable procedure, the dispute shall be settled either:

1. if the parties to the Contract so agree, in accordance with the national legislation of the state of the Contracting Authority, the jurisdiction of the Courts of Ghana, or its established international practices; or
2. by arbitration in accordance with the Procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the Practical Guide).]

By signing below, you indicate your agreement with the above terms.

Done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

|  |  |
| --- | --- |
| **For the Contractor** | **For the Contracting Authority** |
| Name: |  | Name: |  |
| Title: |  | Title: Project Manager |  |
| Signature: |  | (Secretary-General of FCWC)Signature: |  |
| Date: |  | Date: |  |