

REQUEST FOR PROPOSAL

RFP No. : SPC RFP 17/044
DATE : 17th May 2017

SUBJECT : **REQUEST FOR PROPOSAL – ENERGY EFFICIENCY OFFICER, PACIFIC CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY (PCREEE) - TONGA**

You are requested to submit a proposal to carry out specific tasks as outlined in the Terms of Reference (Annex II).

To enable you to submit a Request for Proposal (RFP), 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

Manager –Procurement, Grant Risks Assets

Annex I

Instruction to Bidders

Request for Proposal (RFP) no: 17/044
Energy Efficiency Officer – PCREEE, Tonga.

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 and evaluation purposes. All proposals should be in Word or pdf format. Please note SPC cannot receive emails with attachments that total more than 10Mb in size.

1.2. All prices in the proposals must be presented in Tonga Dollars.

1.3. Any proposal received after the submission date 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 I – Qualifications of the successful consultant.

In the Second Stage, the financial proposal in terms of the monthly consultancy fee of all bidders will be assessed and compared. Your bid should include a clear indication of the monthly consultancy fee, which will be halved to reach the fortnightly pay. All other professional, management, operating or other administration fees will be covered by the PCREEE and need not be mentioned in the proposal.

3. Request for further information

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

4. Award of Contract

4.1. 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.

4.2. Please note that the SPC General conditions of contract (Annex III) are not negotiable.

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.

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.
Country office: Honiara, Solomon Islands.

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



Pacific
Community
Communauté
du Pacifique

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Private Mail Bag
Suva
Fiji
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Fax: +679 337 0021

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

6. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the heading “RFP (17/044) – *Energy Efficiency Officer – PCREEE, Tonga.*” and courier to:

Pacific Community
Procurement Unit – RFP 17/044
Private Mail Bag
Suva – Fiji Islands

All proposals should reach the Secretariat before 4.00pm Suva time, Wednesday, 14th June, 2017.

ANNEX II

TERMS OF REFERENCE

Request for Proposal (RFP) no: 17/044– ENERGY EFFICIENCY OFFICER

A. Project Title: PACIFIC CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY

B. Project Description

Background

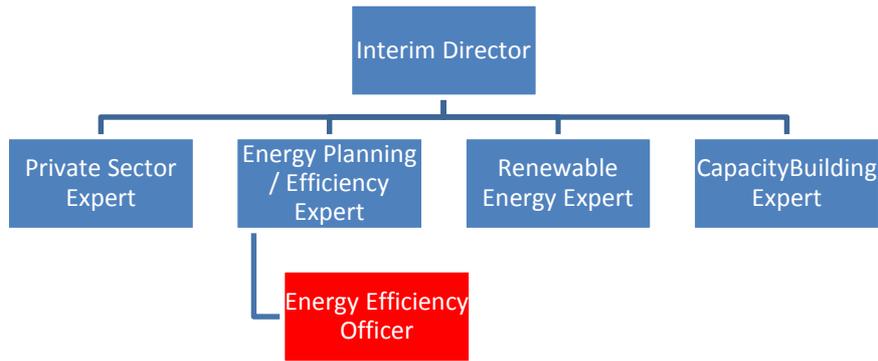
The Second Meeting of Pacific Ministers of Energy and Transport in 2014 endorsed the establishment of the Pacific Centre for Renewable Energy and Energy Efficiency (PCREEE) as a regional Sustainable Energy for All (SE4ALL) centre of excellence. The PCREEE was opened for business on 1st November 2016 and was formally inaugurated on 26th April 2017 and is now on its First Operational Phase: 2017 - 2021. The centre is located in Nuku'alofa, Tonga, side by side with the Ministry for Meteorology, Energy, Information, Disaster Management, Environment, Climate Change and Communications (MEIDECC).

The centre is a collaboration between the Pacific Community, UNIDO, the Austrian Government, SIDS Dock and the Tonga government. It is part of a wider post-2015 multi-stakeholder and triangular partnership directed to implement the SAMOA Pathway, Sustainable Development Goal 7, SDG 9 and the Nationally Determined Contributions under the Paris Agreement (SDG 13). The partnership aims at the creation of a network of regional sustainable energy centres for Small Island Developing States (SIDS) in Africa, Caribbean, Pacific and Indian Ocean.

Through regional methodologies and tools, the PCREEE will assist Pacific Island Countries and Territories (PICTs) to address existing barriers and strengthen drivers for sustainable energy markets, industries and innovation. The centre focuses on the up-scaling and replication of national efforts in the areas of capacity development, knowledge management and innovation, awareness raising, as well as investment and business promotion. PCREEE supports activities with high relevance for the domestic private sector and industry. Further information is available at: www.pcreee.org

C. Scope of Work

To strengthen the initial technical team of the Centre, the Pacific Community is recruiting an Energy Efficiency Officer (EEO) to be based at the PCREEE Secretariat in Nuku'alofa, Tonga. Initially, the EEO will assist in all the energy efficiency works of the centre and works alongside a PCREEE team comprising an Interim-Director, a private sector expert, an energy efficiency / planner expert, a renewable energy expert, a capacity building expert and an Administration Assistant. The EEO will report to the Interim Director through the Energy Planner / Efficiency expert.



Specifically, the EEO will execute the following duties:

1. Management of the Pacific Appliance Labelling and Standards (PALS) programme in Tonga
 - Assist the staff of the Energy Department of MEIDECC and key stakeholders to manage and implement the PALS programme in Tonga
 - Provide day-to-day management and implementation of the PALS programme in Tonga in cooperation with the Energy Department of MEIDECC, and in accordance with the approved specific annual and quarterly work plans
 - Provide effective local coordination with key local stakeholders
 - Coordinate and conduct training for key stakeholders and general public on appliance labelling and standards
 - Coordinate and monitor the national activities described in the work plan and provide quarterly financial and physical progress reports
 - Coordinate project consultation meetings including the coordination of labelling and standards working group meetings
 - Act as the primary contact point for stakeholder enquiries or concerns relating to the standards and labelling project and serve as the national representative to meetings required by the PALS Programme, and
 - Coordinate nationally-managed contracts and consultancies under the project, including reviewing consultancy reports

2. Participate in the implementation of Tonga's Green Climate Fund Readiness Proposal to develop its Energy Efficiency Master Plan (TEEMP)
 - Work together with staff of MEIDECC, the Climate Technology Centre and Network (CTCN) of the United Nations Environmental Programme (UNEP) and the National Renewable Energy Laboratory in the conduct data collection, benchmarking, and baseline study
 - Assist in the identification of potential least cost energy efficiency (EE) options with supporting enabling environment options for the Energy Sector
 - Assist in developing the EE Master Plan with GHG and EE targets
 - Assist in identifying tools and a software to monitor the TEEMP progress
 - Assist in developing and conducting capacity development and training for Energy Department staff
 - Document experiences for replication in other PICTs

3. Participate in the development and eventual implementation of the Promotion of Energy Efficient Appliances, Lighting and Equipment in Pacific Island Countries Project
 - Work together with UNEP and the PALS Project Manager in the design and implementation of the project
 - Contribute to the analysis of the baseline scenario
 - Assist in developing Project Implementation Planning, Actions and Budgeting

- Assist in planning and coordination of the Consultation Workshops (Initial and final workshops in PICs)
 - Assist in the conduct of an Environment, Social and Impact Analysis (ESIA) and gender analysis
 - Contribute to the development of a Programme Management Plan and a Programme Implementation Manual
 - Assist in the review of legal arrangements
 - Prepare progress Reports of the project
4. Participate in the general implementation of the annual work programme of the PCREEE
- Assist in compiling private sector energy entities operating in the PICTs
 - Assist in compiling suppliers of energy services and products in the PICTs
 - Conduct a stock take of energy training institutes in the PICTs
 - Assist in conducting a needs assessment of the private sector participation in renewable energy and energy efficiency
 - Assist in developing an energy and gender programme of the PCREEE
 - Assist in the visibility activities and updating the PCREEE website

D. Expected Outputs

The following outputs are expected of the EEO:

1. Management of the Pacific Appliance Labelling and Standards (PALS) programme in Tonga
 - Quarterly progress report on the delivery of the Tonga annual PALS work plan to the PCREEE Interim Director, PALS Project Manager and Director Energy at MEIDECC
 - Reports of consultation meetings coordinated and conducted
 - Reports of capacity development meetings coordinated and conducted
 - Progress reports of the performance of nationally-managed contracts and consultancies.
2. Participate in the implementation of Tonga's GCF Readiness Proposal to develop its Energy Efficiency Master Plan
 - Report on inputs to the delivery and design of the EE Master Plan / Roadmap
 - Report on experiences gained and a methodology for replication in other PICTs
 - Report on the potential way forward to leverage financial resources for the Master Plan
3. Participate in the development and eventual implementation of the Promotion of Energy Efficient Appliances, Lighting and Equipment in Pacific Island Countries Project
 - Report of inputs to the design and implementation of the EE Project Preparation Facility proposal
 - Report on the activities/actions to be taken by Tonga and other PICs through the project
4. Participate in the general implementation of the annual work programme of the PCREEE
 - List of private sector energy entities operating in the PICTs
 - List of suppliers of energy services and products in the PICTs
 - List of energy training institutes in the PICTs
 - Report on the needs assessment of the private sector and other key energy related sectors
 - A draft energy and gender programme of the PCREEE
 - Report on the visibility activities and updates to the PCREEE website

E. Institutional Arrangement

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.
Country office: Honiara, Solomon Islands.

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

- i. The EEO will be directly responsible to the PCREEE Interim Director through the Energy Planning / Efficiency Expert.
- ii. The Reports are due as specified in Section I.
- iii. The EEO is expected to consult/interact or collaborate with the following institutions in Tonga as well as in each of the PICTs:
 - Ministry of Foreign Affairs
 - Ministry of Finance and National Planning,
 - Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate Change & Communications.
 - Ministry of Education
 - Ministry of Labour and Commerce
 - Custom Department
 - Technical training institutions (formal and non-formal)
 - Development Partners
 - University of the South Pacific
 - Other CROP agencies
 - TVET Associations
 - Tonga Power Limited
 - Civil Societies and NGOs
 - Tonga Chamber of Commerce
 - Industry / professional associations
 - Representative(s) of industries chosen at random in-country, if required
 - In-country Coordinators/ National Representatives from the 14 other P-ACP countries.
- iv. The EEO would be working very closely with the Energy Department, the Climate Change Office, Power Utilities, the private sector, including the Technical training institutions.

F. Duration of the Work

The consultancy work will begin 1st of July 2017, and will cease at the end of December 2018.

G. Duty Station

The Consultant will be based within the Pacific Centre for Renewable Energy and Energy Efficiency office at Nuku'alofa.

H. Evaluation Criteria

1. Qualifications of the Successful Contractor

The Consultant should have relevant graduate level qualifications in energy, electrical or a related discipline.

1. Experience required

- 3-5 years relevant experience in a related sector;
- Project management experience in a related field will be considered a significant advantage;
- Experience in conducting research and data collection
- Strong coordination and networking skills;

2. Other required skills:

- Possess good oral and written communication, organizational/administrative, data analysis and reporting skills;
- Be able to effectively represent PCREEE in stakeholder meetings and show confidence in imparting knowledge to industry and other stakeholders;
- Demonstrated ability to organize work, manage time, determine priorities and meet deadlines;
- Demonstrated ability to work independently and flexibly, as well as being part of a team;
- Excellent computer skills including MS Excel.

3. Proposal Evaluation Matrix

Competency Requirements	Score Weight (%)	Total Obtainable Score
1. 3-5 years relevant experience in a related sector	17.5%	25
2. Project management experience in a related field	14%	20
3. Experience in conducting research and data collection	17.5%	25
4. Strong coordination and networking skills	21%	30
Total Score	100%	100
Qualification Score	70%	70

I. Budget and Schedule of Payments

- The contract cost will be paid based on a fortnightly / monthly basis for the outputs shown in the table herein this section.
- The monthly professional fees must be specified by the bidder and must be included in the computation of the contract price:
- In full consideration for the complete and satisfactory completion of the activities specified in section C, the consultant shall be paid in accordance to the following milestone activities:

<u>Milestones/outputs</u>	<u>Deadline (date)</u>	<u>Payment</u>
Completion of the first fortnight or month of the consultancy with an associated progress report.	Mid or End of July 2017	One fortnight or month of the consultancy fee
Completion of each subsequent fortnight or month of the consultancy with an associated progress report.	Mid or End of each subsequent month	One fortnight or month of the consultancy fee

The available fee budgeted for this consultancy is **T\$28,000 per annum**.

ANNEX III

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

Request for proposal (RFP) no: 17/044

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. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 14.1 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.

14.2 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.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 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.

15.2 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.

15.3 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.

16. TERMINATION

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. SETTLEMENT OF DISPUTES

17.1. 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.

17.2. 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.

18. 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.

19. TAX EXEMPTION

19.1 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.

19.2 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.

20. CHILD LABOUR

20.1 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.

20.2 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.

21. 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.

22. 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.