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Pacific
Community
Communauté
du Pacifique

REQUEST FOR PROPOSAL

Date: 5th October 2018

To Whom It May Concern

Re: Consultant to facilitate the implementation of the EU-PacTVET project and further the aims of the PRFRP in the Kingdom of Tonga

The European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation (EU-PacTVET) Project would like to invite interested individuals to submit a proposal for the provision of consultancy services to facilitate the implementation of the project and further the aims of the Pacific Regional Federation of Resilience Professionals (PRFRP) in the Kingdom of Tonga.

All interested individuals are to submit proposals using the Technical Proposal Submission Form (Form A) which is attached as Annex II and the Financial Proposal Submission Form (Form B) which is attached as Annex III. **The forms with the bidder's Curriculum Vitae should be emailed to PoojaP@spc.int by 1pm (Fiji time) 1st November 2018.** SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices quoted shall be in Tongan Pa'anga (TOP) and should be inclusive of all costs and statutory obligations.

The validity of the proposal shall be for 120 days from the deadline for submission. There shall be no change to the proposal after it has been approved.

Any requests for clarification or additional information shall be directed to amelias@spc.int.

This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organisation.

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Country office: Honiara, Solomon Islands.

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Siège de la CPS : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Îles Fidji) et Pohnpei (États fédérés de Micronésie). Bureau national de coordination : Honiara (Îles Salomon).

Site Web : www.spc.int Courriel : spc@spc.int

ANNEX I Terms of Reference

Project Title: Provide support to the European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation (EU-PacTVET) project

A. Project Description

The European Union Pacific Technical and Vocational Education and Training (EU-PacTVET) project is component 3 within the broader Adapting to Climate Change and Sustainable Energy (ACSE) programme. The project builds on the recognition that energy security and climate change are major issues that are currently hindering the social, environmental and economic development of Pacific-African, Caribbean and Pacific (P-ACP) countries. The EU-PacTVET component is to complement the climate change adaptation and sustainable energy actions on the ground, and to reinforce the potential for green growth, including the introduction of systematic, regular and standardised training at technical institutes and colleges throughout the Pacific, where the next generation of tradesmen and women can learn about climate change adaptation techniques, sustainable energy technologies and their applications. The Pacific Community (SPC) through its Geoscience, Energy & Maritime (GEM) Division and The University of the South Pacific (USP) through its Pacific Centre for Environment and Sustainable Development (PaCE-SD) are partnering to implement the €6.3 million across 15 P-ACP countries. The project commenced in August 2014 and will cover a period of 71 months.

The EU-PacTVET project seeks a consultant to facilitate the implementation of the project and further the aims of the Pacific Regional Federation of Resilience Professionals (PRFRP) in the Kingdom of Tonga.

B. Scope of Work

- Conduct follow-up visits to key project stakeholders in Tonga to recap on the country's priorities and identify critical steps forward.
- Set up a national-level steering committee or group to oversee project progress in Tonga.
- Work with the Project Management Unit (PMU) to oversee financial spending and reporting of the project in-country.
- Provide timely reporting on project progress in-country highlighting issues and constraints to the PMU.
- Liaise with the PMU to identify potential opportunities in Tonga aligned with the EU-PacTVET objectives.
- Coordinate the partnership agreement development between the project and the training provider – Tonga Institute of Science and Technology (TIST).
- Facilitate the selection of competencies/skillsets and/or qualifications for Sustainable Energy (SE) and/or Resilience with relevant government authorities and the training provider – TIST.
- Identify trainers from the training provider, communities and industry to undertake a training of trainers; assess whether the trainers have Workplace Training and Assessment certification and identify the most cost-effective option for getting the trainers certified.

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- Organise a training of trainers on content in-country.
- Expedite the delivery of selected competencies/skillsets and/or qualifications for SE and Resilience in Tonga.
- Coordinate the in-country liaison for the procurement of equipment for the training provider (if needed).
- Follow-up and update a network of TVET practitioners for SE and Resilience in Tonga.
- Promote the aims of the PRFRP and encourage membership from Tonga.
- Assist with monitoring and evaluation activities in-country.
- Ensure visibility of all project activities in-country.
- Assist with any other activities that the PMU may request within the contracted period.

C. Expected Outputs

- National-level steering committee set up and minutes of meetings collated.
- Way forward identified for Tonga – confirmation whether Tonga focus will be on SE and/or Resilience.
- Letter of Agreement between the project and TIST in place.
- Tonga monitoring and evaluation plan completed in consultation with PMU.
- Updated list of key focal points in the Education, SE and climate change adaptation sectors for Tonga and increased PRFRP membership from Tonga.
- Completion of training of trainers for Tonga.
- At least one delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience completed or ongoing in Tonga.
- Narrative reports on progress and achievement of milestones/outputs. Narrative reports to be submitted according to the timelines in the Schedule of Payments and addressing the corresponding milestones/outputs.

D. Institutional Arrangement

The consultant will be directly responsible to the Team Leader of the EU-PacTVET team stationed at the Georesources, Energy & Maritime Division, Lotus Building, Suva, Fiji. In this case, the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader.

The consultant will be working on a daily basis with the staff at SPC's Pacific Centre for Renewable Energy and Energy (PCREEE) at Nuku'alofa, Tonga and will therefore closely consult with the Manager-PCREEE and the PCREEE team on the implementation of the PacTVET activities and to ensure there is close collaboration between the two initiatives.

E. Duration of the Work

The consultancy work will be for a period of 13 months (November 2018 – November 2019). Phasing of the consultancy work and reviews will be conducted on a regular basis with the PacTVET Team Leader based on circumstances on the ground at the delivery level.

F. Duty Station (if relevant)

The consultant must be a citizen of Tonga or have permanent resident status in Tonga and will physically be based at the SPC PCREEE office at Nuku'alofa for the duration of the consultancy.

The consultant, depending on the work plan, will have to report or liaise with the EU PacTVET team through the Team Leader on any matters that need the team's attention during the course of the consultancy.

G. Evaluation Criteria

Qualifications of the Successful Contractor

- It is **essential** that the consultant is a well-qualified professional with integrity and confidence with relevant university qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Development.

Knowledge, Skills and Experience

- Experience in working with intergovernmental and/or international non-government organisations and/or donors. Direct experience working with USP or SPC and project management experience will be considered a significant advantage.
- Demonstrated coordination and networking skills. Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.
- Excellent communication skills – both written and oral in English.
- Sufficient understanding of local cultural protocols.
- Demonstrated ability to organise 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-Office and Internet.

Proposal Evaluation Matrix (this will form 70% of the total assessment)

Competency Requirements	Score Weight (%)	Total Obtainable Score
1. A well-qualified professional with integrity and confidence with relevant university qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Development.	5%	5
2. Experience in working with intergovernmental and/or international non-government organisations and/or donors. Direct experience working with USP or SPC and project management experience will be considered a significant advantage.	10%	10
3. Demonstrated coordination and networking skills. Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.	15%	15
4. Excellent communication skills – both written and oral in English.	5%	5
5. Sufficient understanding of local cultural protocols.	5%	5
6. Demonstrated ability to organise work, manage time, determine priorities and meet deadlines.	15%	15

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7. Demonstrated ability to work independently and flexibly, as well as being part of a team.	10%	10
8. Excellent computer skills including MS-Office and Internet.	5%	5
Total Score	70%	70
Qualification Score	49%	49

H. Scope and Indicative Schedule of Payments

- The following components must be specified by the bidder and must be included in the computation of the contract price:
 - a. Professional fees; and
 - b. Management and operating costs.
- The contract cost will be paid based on satisfactory delivery of the monthly key milestones and outputs and the timely submission of a monthly progress report to the EU-PacTVET Team Leader, certified by the Manager – PCREEE.

Month	Key Milestones/Outputs	Deliverables by end of month
1	<ul style="list-style-type: none"> • National steering committee established • Minutes of SC meetings • PacTVET work plan, priorities and budget for Tonga confirmed • Project partners identified and Agreements put in place • M & E framework for Tonga drafted 	Progress Report #1
2	<ul style="list-style-type: none"> • Update project contact list of stakeholders/networks in SE & Resilience in Tonga • Project partners identified and Agreements put in place • Follow up on current cohort of trainers being trained • Prepare PacTVET awareness materials – banners & leaflets • Prepare for training of trainers on content 	Progress Report #2
3	<ul style="list-style-type: none"> • Prepare PacTVET awareness materials – banners & leaflets • Prepare for training of trainers on content • Work with the SC and TNQAB to accredit PacTVET SE and/or Resilience Level 1 – 4 courses in Tonga • Carry out advocacy and awareness events on the PacTVET 	Progress Report #3
4	<ul style="list-style-type: none"> • Support the delivery of a ToT on content • Prepare for the delivery of selected 	Progress Report #4

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Month	Key Milestones/Outputs	Deliverables by end of month
	<p>competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga</p> <ul style="list-style-type: none"> • Work with SC and TNQAB to accredit SE and Resilience qualifications in Tonga • Carry out advocacy and awareness events on the PacTVET 	
5	<ul style="list-style-type: none"> • Support the delivery of a ToT on content • Prepare for the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Follow up on accreditation of SE and Resilience Level 1 – 4 courses • Carry out advocacy and awareness events on the PacTVET 	Progress Report #5
6	<ul style="list-style-type: none"> • Support the delivery of a ToT on content • Prepare for the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Follow up on accreditation of SE and Resilience Level 1 – 4 courses • Carry out advocacy and awareness events on the PacTVET 	Progress Report #6
7	<ul style="list-style-type: none"> • Report on the delivery of the ToT on content • Prepare for the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Carry out advocacy and awareness events on the PacTVET • Follow up on accreditation of SE and Resilience Level 1 – 4 courses • M&E activities supported 	Progress Report #7
8	<ul style="list-style-type: none"> • Report on the delivery of the ToT on content • Support the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Follow up on accreditation of SE and Resilience Level 1 – 4 courses • Carry out advocacy and awareness events on the PacTVET 	Progress Report #8
9	<ul style="list-style-type: none"> • Support the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Carry out advocacy and awareness events on the PacTVET 	Progress Report #9

Month	Key Milestones/Outputs	Deliverables by end of month
10	<ul style="list-style-type: none"> • Support the delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience in Tonga • Carry out advocacy and awareness events on the PacTVET • M&E activities supported 	Progress Report #10
11	<ul style="list-style-type: none"> • Report on the delivery of the SE or Resilience qualifications • Updated list of PRFRP members • Updated project contact list of stakeholders/networks in SE & Resilience in Tonga • Carry out advocacy and awareness events on the PacTVET 	Progress Report #11
12	<ul style="list-style-type: none"> • Report on the delivery of the SE or Resilience qualifications • Updated list of PRFRP members • Carry out advocacy and awareness events on the PacTVET 	Progress Report #12
13	<p>Satisfactory delivery of the following deliverables:</p> <ul style="list-style-type: none"> • National-level steering committee set up and minutes of meetings collated • Way forward identified for Tonga – confirmation whether Tonga focus will be on SE and/or Resilience • Letter of Agreement between the project and TIST in place • Tonga monitoring and evaluation plan completed in consultation with PMU • Updated list of key focal points in the Education, SE and climate change adaptation sectors for Tonga and increased PRFRP membership from Tonga • Completion of training of trainers on content for Tonga • At least one delivery of selected competencies/skillsets and/or qualifications for SE and/or Resilience completed or ongoing in Tonga • Narrative reports on progress and achievement of milestones/outputs 	Final Report

ANNEX II

Technical Proposal Submission Form (Form A)

Request for Quotation 'European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation (EU-PacTVET) project – Consultancy to facilitate the implementation of the project and further the aims of the Pacific Regional Federation of Resilience Professionals (PRFRP) in the Kingdom of Tonga

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details if applicable.	

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
Tertiary qualifications	
Post graduate studies in the relevant field	
Membership of relevant professional body (if applicable)	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
A well-qualified professional with integrity and confidence with relevant university qualifications and at least five years work experience in Education or Environment or Climate Change or Sustainable Development.	
Experience in working with intergovernmental and/or international non-government organisations and/or	

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CRITERIA	RESPONSE BY BIDDER
donors. Direct experience working with USP or SPC and project management experience will be considered a significant advantage.	
Demonstrated coordination and networking skills. Established networks in the TVET and/or Climate Change/Sustainable Energy sectors in Tonga will be an advantage.	
Excellent communication skills – both written and oral in English.	
Sufficient understanding of local cultural protocols.	
Demonstrated ability to organise 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-Office and Internet.	

ANNEX III

Financial Proposal Submission Form (Form B)

Request for Quotation 'European Union Pacific Technical and Vocational Education and Training in Sustainable Energy and Climate Change Adaptation (EU-PacTVET) project – Consultancy to facilitate the implementation of the project and further the aims of the Pacific Regional Federation of Resilience Professionals (PRFRP) in the Kingdom of Tonga

Part A: Declaration

1. The undersigned consultant proposes and agrees if this proposal is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, the consultant represents that; he/she has examined all the RFP documents to provide technical services to support the implementation of the EU-PacTVET project by facilitating the implementation of the project and furthering the aims of the Pacific Regional Federation of Resilience Professionals (PRFRP) in the Kingdom of Tonga.
3. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (TOP)
Professional Fees	
Management Fees	
(Please add additional costs as required)	
Total	

Print name and sign

Date

Title _____

ANNEX IV

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

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, traveler, 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

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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.

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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. HUMAN RIGHTS

21.1 The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

21.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on,

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human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations ‘Protect Respect and Remedy’ framework (2011).

- 21.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 21.4 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

22. 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.

23. 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.