

SPC Suva Regional Office
Private Mail Bag
Suva
Fiji
Telephone: +679 337 0733
Fax: +679 337 0021

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



Pacific
Community
Communauté
du Pacifique

REQUEST FOR QUOTATION

Date: 20th June 2018

To Whom It May Concern

Re: Consultant to develop learning resources for Certificate 4 in Refrigeration & Air Conditioning for the Solomon Islands National University

The Pacific Community Pacific Technical and Vocational Education and Training (PacTVET) Project would like to invite interested individuals to submit a quotation for the provision of consultancy services for the development of learning resources for Certificate 4 in Refrigeration & Air Conditioning for the Solomon Islands National University.

All interested individuals are to submit quotations 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 should be emailed to PoojaP@spc.int by **5pm 4th July 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 Fiji dollars (FJD) and should be inclusive of all costs and statutory obligations.

The validity of quotation shall be for 120 days from the deadline for submission. There shall be no change to the quotation 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.

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

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 on Sustainable Energy and Climate Change Adaptation (EU-PacTVET) project is the component three 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. Despite efforts to reduce their reliance on fossil fuels and improved energy security, many P-ACP countries remain almost 100% dependent on imported petroleum products for power generation and transportation. Around the region, the price of fuel oil and electricity tariffs rank amongst the highest in the world and this is supported by the significant scale of inefficiencies in power generation and consumption and in the transport sector too. While there are promising renewable energy opportunities, about 7 million people out of the region's 10 million people still do not have access to electricity. Transport comprises some 70% of the region's use of imported fuel.

The Pacific region is among the most vulnerable to climate change. These countries are hardest hit by the adverse effect of climate change while they have little to contribute to the cause – producing less than 0.03% of the current global greenhouse gas emissions – they also have the least capacity to react and adapt to changes in climate. On that note, Solomon Islands, a South Pacific country located on the western Pacific, northeast of Australia, is facing drastic effects from the impacts of climate change. Being an LDC (Least Developed Country), its capacity to react and adapt to effect of climate change is far down the scale.

Arguably one of the key barriers to improving P-ACP countries', including the Solomon Islands, energy security status and resilience to climate change impacts is the lack of local and regional capacities and expertise which results in the absence of sustainable training programmes and the absence of trained staff and well-resourced and equipped training institutions to deliver on the required training programmes.

The Solomon Islands Government has identified the need to build the capacity in the area of refrigeration and air conditioning (RAC) as a measure to address energy conservation, through improved skilled manpower in the RAC industry

The Solomon Island's activity under the EU-PacTVET project is the establishment of a Certificate 4 in Refrigeration and Air Conditioning. The Solomon Islands Government

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through the Energy and Rural Electrification Division of the Ministry of Mines, Energy and Rural Electrification identified the need to strategically improve on energy efficiency and at the same time implement national activities to meet the requirement of the Montreal Protocol on strategically phasing away of environmentally non-friendly refrigerants. Work is near completion on the development and submission of a Certificate 4 in Refrigeration and Air Conditioning programme to the Solomon Islands National University Senate.

B. Scope of Work

Phase I

1. Development of learning resources for facilitators and students to undertake the learning for the Certificate 4 in Refrigeration and Air Conditioning. The learning resources must be aligned to the requirements of the following: (i) Solomon Islands Qualifications Framework; (ii) Pacific Qualifications Framework; (iii) Solomon Islands National University Accreditation Scheme and (iv) Fiji National University Course Accreditation Scheme.
2. Compile Recognition of Prior Learning (RPL) Criteria for Certificate 4 in Refrigeration and Air Conditioning programme and present to EU PacTVET Team for approval.

Phase II

Training of Trainers (ToT) based on the specific needs, including trainer's upskilling, reskilling and training on specific contents of the trainers or instructors who will conduct the RAC course at the Solomon Islands National University.

C. Expected Outputs

Main outputs the consultant is expected to produce and submit within the duration of the consultancy:

1. Certificate 4 in Refrigeration and Air Conditioning learning resources for facilitators and students.
2. Criteria for recognition of prior learning for Certificate 4 in Refrigeration and Air Conditioning.
3. Report on the delivery and outcome of the Training of Trainers.
4. Final report on the development of the learning resources for Certificate 4 in Refrigeration and Air Conditioning.

D. Institutional Arrangement

The consultant will be directly responsible to the Team Leader of the EU-PacTVET team stationed at the SPC Georesources & Energy Programme in Nabua. In this case the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader.

E. Duration of the Work

The consultancy work must be done within a maximum of 60 workdays, and will begin on the date of last signature. The work must be completed by 28th February 2019.

Phasing of the consultancy work is at the Consultant's discretion and is based on the work methodology that forms the part of the bidding document.

F. Duty Station (if relevant)

If the consultant(s) is not based in Honiara, Solomon Islands then one return travel for the consultant(s) to the Solomon Islands is expected to conduct a five-day training of trainers. The return travel and per diem will be facilitated by SPC according to the SPC Travel Policy.

It is anticipated that USP in-country coordinators and SPC focal points can be involved to negate the need for excessive travel if a consultant is not based in Honiara, Solomon Islands. It is anticipated that information required for this consultancy can be found on-line or communicated electronically.

G. Evaluation Criteria

Qualifications of the Successful Contractor

- It is **essential** that the appointee is a well-qualified professional with integrity and confidence with an accredited minimum qualification of a Trade Certificate in Electrical and/or Trade Certificate in Refrigeration and Air Conditioning (RAC) accompanied with more than 10 years work experience in the electrical and/or RAC industry in the Solomon Islands and/or other regional countries.
- A relevant teaching qualification or experience with non-formal and formal teaching/education and it would be a bonus if such teaching experience was done in the Solomon Islands.

Experience

- Possess relevant consultancy experience in appropriate areas within the ACP/PICs.
- Experience with international and/or regional organizations that deals with RAC and related disciplines.
- Must be a trainer in the field of RAC and regional and national exposure would be a bonus.
- Must have work experience in the RAC industry for more than 10 years and having experiences in the Solomon Island or in other Pacific Island countries would be an advantage.
- A sound understanding of the RAC accreditation and licensing done by the relevant Government ministries in conjunction with SINU and the Ministry of Mines Energy and Rural Electrification.
- Must understand the Solomon Islands effort in its obligation towards the Montreal Protocol in addressing issues on ozone depleting substances, and how it relates to the RAC industry in the Solomon Islands.

Skills

It is **essential** that the appointee has:

- Sound analytical, organizational and coordination skills.
- Excellent team player in participatory process skills.
- Ability to conduct research.
- Very good oral and written English language skills.

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

Competency Requirements	Score Weight (%)
It is essential that the appointee is a well-qualified professional with integrity and confidence with an accredited minimum qualification of a Trade Certificate in Electrical and/or Trade Certificate in Refrigeration and Air Conditioning accompanied by a minimum of 10 years work experience in the electrical and/or RAC industry in the Solomon Islands and/or other regional countries	15%
A relevant teaching qualification or experience of non-formal and formal teaching/education; a RAC Trainer; more than 10 years work experience in the RAC industry in the Solomon Islands and abroad, including the PICs; a sound understanding of the RAC accreditation and licensing done by the relevant Government ministries in conjunction with SINU and the Ministry of Mines Energy and Rural Electrification; proven knowledge of Solomon Island's efforts and activities in regards to its commitment to the Montreal Protocol	15%
Possess relevant consultancy experience in appropriate areas within the ACP/PICs	10%
Sound analytical, organizational and coordination skills	10%
Excellent team player in participatory process skills	10%
Ability to conduct research	5%
Very good oral and written English language skills	5%
Total Score	70%
Qualification Score	49%

H. Scope and Indicative Schedule of Payments

- The contract cost will be paid based on the achievement of each milestone as shown below.

Milestones/outputs	Deadline (date)	% Payment
Signing of contractual agreement.	-	15 % of price
1. Submission of report on delivery of Training of Trainers and all travel documents as per SPC Travel Policy i.e. return boarding passes, trip report and hotel receipts. 2. Submission of criteria for Recognition of Prior Learning for Certificate 4 in Refrigeration and Air Conditioning. 3. Submission of learning resources for Stage 1 – Fundamentals of refrigeration. 4. Submission of learning resources for Stage 2 – Mechanical and electrical drawing and regulations.	31 Jul 2018	30 % of price
5. Submission of learning resources for Stage 3 – Components and operation of refrigeration.	31 Oct 2018	15% of price
6. Submission of learning resources for Stage 4 – Refrigeration cooling systems. 7. Final report on the development of the learning resources for Certificate 4 in Refrigeration and Air Conditioning.	28 Feb 2019	40% of price

ANNEX II

Technical Proposal Submission Form (Form A)

Request for Quotation 'Pacific Technical and Vocational Education and Training Project – Consultancy to develop learning resources for Certificate 4 in Refrigeration & Air Conditioning for the Solomon Islands National University'

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
It is essential that the appointee is a well-qualified professional with integrity and confidence with an accredited minimum qualification of a Trade Certificate in Electrical and/or Trade Certificate in Refrigeration and Air Conditioning accompanied by a minimum of 10 years work experience in the electrical and/or RAC industry in the Solomon Islands and/or other regional countries	
A relevant teaching qualification or experience of non-formal and formal teaching/education; a RAC Trainer;	

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more than 10 years work experience in the RAC industry in the Solomon Islands and abroad, including the PICs; a sound understanding of the RAC accreditation and licensing done by the relevant Government ministries in conjunction with SINU and the Ministry of Mines Energy and Rural Electrification; proven knowledge of Solomon Island's efforts and activities in regards to its commitment to the Montreal Protocol	
Possess relevant consultancy experience in appropriate areas within the ACP/PICs	
Sound analytical, organizational and coordination skills	
Excellent team player in participatory process skills	
Ability to conduct research	
Very good oral and written English language skills	

ANNEX III

Financial Proposal Submission Form (Form B)

Request for Quotation 'Pacific Technical and Vocational Education and Training Project – Consultancy to develop learning resources for Certificate 4 in Refrigeration & Air Conditioning for the Solomon Islands National University

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 RFQ documents to provide technical services for the development of learning resources for Certificate 4 in Refrigeration & Air Conditioning for the Solomon Islands National University.
3. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (FJD)
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

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.