



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

REQUEST FOR PROPOSALS

RFP No. : SPC **RFP17/030**

DATE : 16 June 2017

SUBJECT: REQUEST FOR PROPOSAL – Projects Development Specialist

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

To enable you to submit a Proposal 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

A handwritten signature in blue ink, appearing to be 'Akhilesh Prasad', written over a faint circular stamp.

Akhilesh Prasad

Manager, Procurement Grants Risks and Assets

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

ANNEX I

INSTRUCTIONS TO BIDDERS

Request for Proposal (RFP) no: 17/030

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 other than English, a written translation of the document in English needs to also be provided. In such case the translated document will be used for evaluation purposes. All proposals should be in Word or pdf format. Please note that the maximum size attachments SPC can receive is 10Mb.

1.2. All prices in the proposals must be presented in **US 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

Criteria	Weighting (%)
Advanced degree in project/program management and/or design, development studies or similar or relevant work experience	15%
At least 7 years' experience in development / official development assistance projects / programs	15%
At least 5 year's experience in proposals development and grant writing	15%
At least 7 years' experience in project design and implementation, including M&E	20%
At least 3 years' experience in the Pacific Region (North Pacific preferred)	10%
At least 5 years' experience in environmental or natural resource management projects/programs	10%
Experience in infrastructure development and capacity building desirable Knowledge of the Green Climate Fund objectives and modalities	15%

3. Request for further information

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

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

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. SPC reserves the right at the time of award of contract to vary the quantity of services specified in the RFP without any change in price or other terms and conditions.
- 4.3. Please note that the SPC General conditions of contract (Annex III) are not negotiable.

5. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the heading '**RFP17/030**'.

All proposals should reach the Pacific Community before Friday, 14 July 2017 – 04:00 PM, Noumea Time.

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int

TERMS OF REFERENCE

Request for Proposal (RFP) no: RFP 17/030

TOR for ‘Projects Development Specialist’

The purpose of the position is to strengthen the capacity of the NDA office to provide ‘no objection approvals’ on concept notes and proposals that are high impact and technically sound including the establishment of a monitoring and evaluation (M&E) approach to GCF investments in the FSM

Skills and Qualifications:

- advanced degree in project/program management and/or design, development studies or similar or relevant work experience
- at least 7 years’ experience in development/ official development assistance projects/programs
- at least 5 years’ experience in proposals development and grant writing
- at least 7 years’ experience in project design and implementation, including in M&E
- at least 5 years professional experience in government projects/programs
- at least 3 years professional experience the Pacific (North Pacific preferred)
- at least 5 years’ experience in environmental or natural resource management projects/programs
- some good knowledge of the Green Climate Fund objectives and modalities

In addition to the above, experience in infrastructure development and capacity building are highly desirable.

Criteria	Weighting (%)
Advanced degree in project/program management and/or design, development studies or similar or relevant work experience	15%
At least 7 years’ experience in development / official development assistance projects / programs	15%
At least 5 years’ experience in proposals development and grant writing	15%
At least 7 years’ experience in project design and implementation, including M&E	20%
At least 3 years’ experience in the Pacific Region (North Pacific preferred)	10%
At least 5 years’ experience in environmental or natural resource management projects/programs	10%
Experience in infrastructure development and capacity building desirable Knowledge of the Green Climate Fund objectives and modalities	15%

The expected outputs of the Specialist/Consultant include the following specifics:

1. Develop the work plan for the consultancy

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)

Bureau de pays : Honiara, (Iles Salomon).

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

2. Develop a 'No Objections Approval' procedure, including Guidelines for the NDA Office and the Council for Climate Change & Sustainable Development for screening, assessment and approval of project proposals, readiness support requests or project concepts
3. Directly work with interested agencies to develop the identification, design and preparation of concept notes and proposals for submission to the GCF. Concept notes and proposals must be consistent with the Fund's initial investment framework; with other requirements from the Fund or NDA Office if necessary; and with the FSM-GCF Country Program Strategy.
4. Lead the identification, design and drafting of project concepts, in collaboration with the NDA office and other consultants of the Readiness Project.
5. Develop a simple program and projects reporting system that will allow the NDA office to communicate progress to stakeholders and to the Council for Climate Change & Sustainable Development.
6. Along with the Climate Change and Projects Coordinator at OEEM, contribute to the provision of training and workshops on project design and formulation of concept notes to partners as requested by the NDA
7. Develop an assessment report on institutional and human resource capacity with respect to technical needs and assistance in project design and management for planned, ongoing and future GCF-related projects.
8. Establish an appropriate monitoring and evaluation (M&E) approach to GCF investment in FSM.

<u>Deliverables</u>	<u>Deadline ('By'Date)</u>	<u>% Payment</u>	<u>Amount (USD)</u>
1.Signed copy of the contract and workplan for conducting the consultancy	Last week of July 2017	10%	
2. Establish an appropriate M&E approach to GCF investment in the FSM. 2.1 work with the International Consultant to present the approach in the M&E section of the GCF Country Program template. 2.2 Provide training to appropriate staff in maintaining the M&E functions of the Country Program.	31 August 2017	10%	

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int

<p>3. Establish a 'No Objections Approval' Procedure for the NDA.</p> <p>3.1 Develop Guidelines for the NDA Office and the Climate Change and Sustainable Development Council for screening, assessment and approval of project ideas, concept notes and proposals for submission to the GCF.</p> <p>3.2 Present Guidelines and Procedure to relevant staff and produce a brief report on lessons learned and adjust Procedure and Guidelines with any required improvements.</p> <p>3.3 Provide training to appropriate staff in administering and maintaining the Procedure.</p>	<p>31 August 2017</p>	<p>10%</p>	
<p>4. Maximise the FSM's access to 'projects design and development' resources for GCF targeted projects/programs.</p> <p>4.1 Produce a simple database of projects development assistance from the GCF and other development partners e.g. GCF Readiness Program, GCF Project Preparatory Facility, JICA-SPREP Pacific Climate Centre, USAID Climate Ready Program, SPREP RTSM.</p> <p>4.2 Produce a Needs Assessment Report on institutional and human resource capacity with respect to technical and institutional needs in project design and proposal preparations for planned, ongoing and future GCF-related projects.</p> <p>4.3 Lead the drafting of requests for assistance in projects design and development, including studies, reports, CBAs etc, as per the results in the Needs Assessment Report.</p> <p>4.4 Provide training to appropriate staff in administering and maintaining the Database.</p>	<p>31 August 2017</p> <p>30 September 2017</p> <p>30 September Ongoing to 3 May 2018</p>	<p>20%</p>	

<p>5. Manage and further improve the NDA's projects/program tracking and reporting system, which enables the NDA office to communicate progress to stakeholders and to the Climate Change and Sustainable Development Council.</p> <p>5.1 Provide training to appropriate staff in administering and maintaining the System.</p>	<p>Ongoing to 30 May 2018</p>	<p>10%</p>	
<p>6. Facilitate the development of priority projects identified in the Country Program Strategy pipeline (of June 2017) into Concept Note or Proposal stage.</p> <p>6.1 Provide guidance and assistance on projects/program development matters to project proponents, including progressing applications to the GCF Project Preparatory Facility, and identifying appropriate accredited entities for pipeline project/program ideas and concept notes.</p> <p>6.2 Maximise projects development assistance to the States and other project proponents by facilitating linkages with available complementing assistance from other development partner.</p> <p>6.3 Ensure that projects/programs meet the GCF request/submission guidelines.</p> <p>6.4 Conduct States-based workshops to provide training for project proponents on project design and formulation of concept notes and proposals for submission to the GCF.</p> <p>6.5 Produce a Workshop report outlining lessons learned and recommendations</p>	<p>Ongoing to 31 May 2018</p>	<p>20%</p>	



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

7. Facilitate the development of additional projects/programs for inclusion into the Country Program Strategy Pipeline post June 2017 as deemed necessary by the NDA and as deemed eligible under the FSM-GCF Applications Process.	Ongoing to 31 May 2018	10%	
8. End of consultancy report with notes on lessons learned and recommendations from deliverables 1 to 7.	Mid-June 2018	10%	

Institutional Arrangement:

The consultant would work under the overall supervision of the FSM Secretary of Finance and Administration (NDA) and in liaison with the Pacific Community, North Pacific Regional Office, Pohnpei as the delivery partner. The consultant will have as its counterpart the Climate Change and Projects Coordinator at OEEM (recruitment in progress). The consultant would collaborate closely with the National Consultant and the International Consultant for the development of the Country Program Strategy and the project concept notes.

Period of the Consultancy: Full time-Desirable: July 2017 to June 2018.

Duty Station: The consultant will be based at the Office of the FSM Secretary for Finance and Administration (NDA). By agreement with the NDA some outputs may be prepared remotely. In addition travel is required to the four states.

END of TOR

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

ANNEX III

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.

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

- 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.

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int

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



Pacific
Community
Communauté
du Pacifique

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

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

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, 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.

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie), Antennes régionales : Suva (Fidji) et Pohnpei (États fédérés de Micronésie)
Bureau de pays : Honiara, (Iles Salomon).
Site Web : www.spc.int Courriel : spc@spc.int