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Pacific
Community
Communauté
du Pacifique

REQUEST FOR PROPOSAL

RFP No: RFP 17/024

DATE: 17 February 2017

SUBJECT : REQUEST FOR PROPOSALS – COMMUNICATIONS AND VISIBILITY CONSULTANT: RURAL ACCESS ROADS AND ASSOCIATED INFRASTRUCTURE (RARAI) PROJECT, IMPROVING KEY SERVICES TO AGRICULTURE (IKSA), REFORESTATION OF THE DEGRADING FOOTHILLS OF THE SUGAR BELT & FAIRTRADE ASSOCIATIONS CAPACITY BUILDING AND FARM ADVISORY SERVICES SUPPORT

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

To enable you to submit a Proposal, please find enclosed:

- Annex I:** Instructions to Bidders
- Annex II:** Terms of Reference
- Annex III:** SPC General Conditions of Contract for Professional Services

This letter is not to be construed in any way as an offer to contract with your organisation.

Yours Sincerely



Akhilesh Prasad

Manager, Procurement, Grant, Risk and Assets

SPC Headquarters: Noumea, New Caledonia. Regional offices : Suva, Fiji Islands, 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 (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

Instruction to Bidders

Request for Proposal (RFP) no: 17/024

Communications and Visibility Consultant:

Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support

The Pacific Community (SPC) is delivering a number of projects that are funded by the European Union and implemented by the Pacific Community, across Fiji's sugarcane belt. There are five main projects implemented in sugar cane belt areas, each focusing on different areas, but all with the same objectives. These are linked to the 2011 to 2013 Accompanying Measures for Sugar Protocol (AMSP) Programmes. The AMSP programme is designed to help strengthen rural, sugar-income dependent communities in response to the European Union's Sugar Price Reform and adverse conditions in the sugar industry. It also aims to increase income and reduce poverty.

SPC was engaged by the EU at a time when bilateral relations were suspended with the Government of Fiji when Article 96 of the Cotonou Agreement was invoked by the EU following the coup of 2006. Whilst SPC fulfilled its obligation to a member state (Fiji) by stepping in as the implementing partner, at the request of the EU, in order to avoid the situation whereby the thematic funding support from the EU would have been lost by Fiji, the projects themselves were housed within SPC divisions which were technical and scientific in nature of expertise i.e. not project management centric. This has somewhat resulted in the current situation where standard tools and consistent practices are not applied across the five AMSP projects.

The importance of the five AMSP Sugar Projects and the increased scrutiny by the Fiji Government has highlighted the need for better coordination and oversight arrangements by SPC of these projects. The SPC Sugar Project Management Unit was set up to fulfil this role.

1. Submission of Proposals

1.1. All proposals submitted together with all correspondence and related documents shall be in English. If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing and evaluation purposes. All proposals should be in Word or pdf format. Please note SPC cannot receive emails with attachments that total more than 10Mb in size.

1.2. All prices in the proposals must be presented in Fijian 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. Eligibility

Reviews of the applicants' history, track record and legal registration in their country of operation will be carried out to determine the eligibility of the applicant under the requirements of the Project. The applicants who are deemed to be ineligible will be excluded from the further evaluation process.

3. Proposal Evaluation Criteria

- 3.1 The evaluation of the proposals received will involve evaluation of the applicant who has submitted the proposal through this RFP. A two stage procedure will be used in the evaluation:
- 3.2 Stage One: Technical Evaluation – The background, knowledge and experience will be evaluated using the criteria detailed in the Terms of Reference attached as Annex II Section G. The total points allocated for this is 700 points or 70%.
- 3.3 Stage Two: Financial Evaluation – The financial aspects of the proposal will be evaluated using formula set out below. The total points allocated for this is 300 points or 30%.

Total financial component score] x [Lowest price] / [Price under consideration] = Scores for financial proposal being evaluated

4. Request for further information

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

5. Award of Contract

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.

6. SPC's right to vary requirements at time of award.

SPC reserves the right at the time of award of contract to vary the quantity of services specified in the RFP without any change in price or other terms and conditions.

7. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the heading “**RFP 17/024 COMMUNICATIONS AND VISIBILITY CONSULTANT: RURAL ACCESS ROADS AND ASSOCIATED INFRASTRUCTURE (RARAI) PROJECT, IMPROVING KEY SERVICES TO AGRICULTURE (IKSA), REFORESTATION OF THE DEGRADING FOOTHILLS OF THE SUGAR BELT & FAIRTRADE ASSOCIATIONS CAPACITY BUILDING AND FARM ADVISORY SERVICES SUPPORT**” or courier to:

Secretariat of the Pacific Community
Procurement Unit – RFP 17/024
Private Mail Bag
Suva – FIJI

All proposals should reach the Secretariat before 4.00pm Suva time on Friday, 3rd of March, 2017.

ANNEX II
TERMS OF REFERENCE

Request for Proposal (RFP) no: 17/024

Communications and Visibility Consultant:

Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support

A. Project Title: Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support

B. Background

The Pacific Community (SPC) is delivering a number of projects that are funded by the European Union and implemented by the Pacific Community, across Fiji's sugarcane belt. There are five main projects implemented in sugar cane belt areas, each focusing on different areas, but all with the same objectives. These are linked to the 2011 to 2013 Accompanying Measures for Sugar Protocol (AMSP) Programmes. The AMSP programme is designed to help strengthen rural, sugar-income dependent communities in response to the European Union's Sugar Price Reform and adverse conditions in the sugar industry. It also aims to increase income and reduce poverty.

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The importance of the five AMSP Sugar Projects and the increased scrutiny by the Fiji Government has highlighted the need for better coordination and oversight arrangements by SPC of these projects. The SPC Sugar Project Management Unit was set up to fulfil this role.

The purpose of this Terms of Reference is to engage an individual to provide communication and visibility activities to raise awareness and promote the work and results of **only 4 of the 5 SPC Sugar Projects (hereby referred to as "the Projects")**, namely:

- 1. Rural Access Roads and Associated Infrastructure (RARAI) Project**
- 2. Improving Key Services to Agriculture (IKSA)**
- 3. Reforestation of the Degrading Foothills of the Sugar Belt**
- 4. Fairtrade Associations Capacity Building and Farm Advisory Services Support**

C. Scope of work

The individual will undertake the work in close collaboration with SPC's Sugar Project Management Unit Coordinator, respective Project Team Leader and the approved points of contact within technical teams.

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Country office: Honiara, Solomon Islands.

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The individual will assist “the Projects” in terms of:

- Raising awareness in the communities of the profile of the project and outcomes; demonstrating effectiveness of investment made through “the Projects”
- Using “the Projects” to showcase the EU and SPC’s long term commitment to Fiji, and the region
- Facilitate events for “the Projects”
- Highlight the collaborative, multi-agency nature of these projects and alignment with government objectives
- Telling engaging stories around the value of specific projects
- Being able to measure and demonstrate the impact of Pacific Community projects such as “the Projects” in a complex, multi-stakeholder, multi-channel environment
- **Ensure all work is conducted in line with EU and SPC visibility and communications strategies**

Specifically the individual will carry out the following:

1. **Communications planning and strategy** – develop a detailed communications and visibility plan (**in line with EU and SPC visibility and communications strategies**) to promote work done under “the Projects” in a meaningful way. Full scope and recommendations for of communications activity linked back to project objectives/desired outcomes. Preparation of communications strategy to support these including objectives, target audience definition and analysis, identification of key audience drivers, strategic considerations and risk management, key messages, tactics, resources and timelines, agreed KPIs and reporting
2. **Specific project plans** for each strand of communications activity - media releasing/liaison, social media, community engagement, training and knowledge transfer, events
3. **Preparation and production of communications materials** - likely to include: media releases and materials, brochures, posters, fliers, web materials, social media, radio advertisements, pull up, banners, power-point/other materials.
4. **Photography and video allowance** - limited budget to complement Pacific Community’s own resources. Probably best used to provide photographic briefs, video scripting and editorial supervision.
5. **Launch and event management** - allowance to cover consultation and event management only for program and launch and key milestone event.
6. **Ongoing communications program** - program of media releases targeted at local, Pacific region and international media highlighting the anticipated (and in time, actual) outcome of the project/s and its positive human impacts.

D. Expected Outputs

The deliverables will include:

1. **A detailed Communications and Visibility Plan**, to promote the work done under “the Projects” in a meaningful way with detail on the type of communications and visibility materials, area of focus and timeframe. The plan will be discussed and agreed with the SPC Sugar Project Managers and Chief Advisor to the Director-General prior to its implementation. (Indicative timeframe March 2017)

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2. **Communication and Visibility outputs** in line with Communications and Visibility Plan (Indicative timeframe March 2017 – December 2018)
3. **A final Report** on deliverables of the Communication and Visibility activities of the “the Projects” (Indicative timeframe December 2018)

E. Institutional Arrangement

The individual will be contracted by the SPC with reporting responsibilities to the SPC Chief Advisor to the Director-General. The individual will work closely with relevant Technical Teams and other key stakeholders. The individual will be required to work fulltime and based within the SPC Sugar Offices in Suva, Fiji.

F. Duration of the Work

The individual’s work is expected to start in March 2017 and be completed by December 2018.

G. Duty Station and Travel

The main project base will be Suva and the individual is expected to work from the SPC Sugar Project Management Unit located at the SPC, Nabua Campus, Suva. Given the location of the key sugar stakeholders and the target sugar sectors, significant on-site work in the West is anticipated.

H. Qualifications and Knowledge/Experience of the Successful Individual

- Relevant qualification in communication, journalism or other relevant fields of all persons available to provide the services
- Proven track record in production of printed information materials including graphic design and layout, production of brochures, posters and other visibility materials
- Proven experience in dealing with national and regional media organisations
- Proven experience in communication and visibility of relevant projects in relation to RARAI
- Excellent communication and analytical skills
- Excellent skills in research and technical writing
- Excellent command of written and spoken English, [and other languages as relevant]

The submission will be evaluated based on the following competency requirements.

Competency Requirements	% weighting	Points attainable
1. Background and expertise of individual submitting the proposal <ul style="list-style-type: none"> • Years of experience in communication and visibility purposes • Have the technical expertise to provide the required services 	20	140

2. Individual's experience <ul style="list-style-type: none"> • Proven track record in production of printed information materials including graphic design and layout, production of brochures, posters and other visibility materials • Proven experience in dealing with national and regional media organisations • Experience in communication and visibility of energy related projects • Proven skills in creative theming and graphic design 	40	280
3. Personnel provided <ul style="list-style-type: none"> • Suitability of assigned personnel for the required services – provide CVs • Excellent communication and analytical skills • Excellent skills in research and technical writing • Excellent command of written and spoken English, Fijian and Hindi. 	40	280
TOTAL	100	700
Minimum score to qualify to Stage 2 of the evaluation process	70%	490

I. Scope and Bid Price and Schedule of Payment

Payment will be monthly following submission of an invoice and a detailed report tracking performance against agreed work plan and budget.

Annex III
Technical Proposal Submission Form
Request for Proposal (RFP) no: 17/024
Communications and Visibility Consultant:
Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support

PART A – Background

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

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
Tertiary qualifications Communications, Journalism or other relevant fields	
Post graduate studies in the relevant field	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
Years of experience in communication and visibility purposes	
Possess technical expertise to provide the required services	
Proven track record in production of printed	

<p>information materials including graphic design and layout, production of brochures, posters and other visibility materials</p> <p>Proven experience in dealing with national and regional media organisations</p> <p>Experience in communication and visibility of energy related projects</p> <p>Proven skills in creative theming and graphic design</p>	
<p>Suitability of assigned personnel for the required services – provide CVs</p> <p>Excellent communication and analytical skills</p> <p>Excellent skills in research and technical writing</p> <p>Excellent command of written and spoken English, Fijian and Hindi.</p>	

Annex IV
Financial Proposal Submission Form
Request for Proposal (RFP) no: 17/024

Communications and Visibility Consultant:
Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to
Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade
Associations Capacity Building and Farm Advisory Services Support

Part A: Declaration

1. The undersigned contractor propose and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, contractor represents that; he/she has examined all the RFP documents to provide technical services to support SPC's implementation of the EU-funded Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support Project.
3. Contractors agree to complete the services for the following price (VIP) per month:

Rate per month: _____

Print name and sign

Date

Title _____

Annex V
SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES
Request For Proposal (RFP) No: 17/024

Communications and Visibility Consultant:
Rural Access Roads and Associated Infrastructure (RARAI) Project, Improving Key Services to Agriculture (IKSA), Reforestation of the Degrading Foothills of the Sugar Belt & Fairtrade Associations Capacity Building and Farm Advisory Services Support

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall fulfil its commitments with the fullest regard to the interests of SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

The Contractor shall not discriminate against any Staff of SPC, their employee, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of SPC.

6. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

7. OFFICIALS NOT TO BENEFIT

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

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The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 9.4 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

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

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or

remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

17. SETTLEMENT OF DISPUTES

17.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

17.2. Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

18. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

19. TAX EXEMPTION

19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

19.2 Accordingly, the Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

20. CHILD LABOUR

20.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

20.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.

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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.
