



REQUEST FOR PROPOSAL

RFP No.: RFP16/120
DATE: 23rd December, 2016

SUBJECT: REQUEST FOR PROPOSAL: **Roads Construction Supervision Team**

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

To enable you to submit a Request for Proposal (RFP), please find enclosed:

- Annex I:** Instructions to bidders (Annex 1)
- Annex II:** Terms of Reference, containing a description of SPC's requirements for which these services are being sought (Annex II)
- Annex III:** SPC General Terms and Conditions for Contract for Professional Services (Annex III)

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

Yours Sincerely

Akhilesh Prasad

Administration Manager

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
INSTRUCTIONS TO BIDDERS
Request for Proposal (RFP): 16/120

The Rural Access Roads and Associated Infrastructure (RARAI) Project seeks the services of a competent contractor to provide the services of a Construction Supervision Team to oversee and supervise the day-to-day management of all construction contracts for the project.

The project focuses on cane access road rehabilitation and associated infrastructure (e.g. drainage, Irish crossings etc.) in 3 sectors (Drasa, Koronubu and Malolo) of the sugar cane belt region of western Viti Levu, Community inclusion in rehabilitation and maintenance of cane access roads and the establishment of road maintenance programme.

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 should be presented in priority in Fijian dollars (FJD).
- 1.3. Any proposal received after the submission date will be rejected. SPC may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by SPC at its own initiative or in response to a clarification requested by a prospective bidder.

2. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared.

The consultant is expected to fulfil the criteria as per Annex II – Terms of Reference, Section H – Qualifications of the successful consultant.

In the Second Stage, the financial proposal of all bidders will be assessed and compared.

3. Request for further information

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

4. Award of Contract

4.1. SPC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

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

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

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

6. Closing date for proposals

Proposals should be emailed to procurement@spc.int with the heading "RFP 16/120– Roads Construction Supervision Team",

Or sent by courier to:

Secretariat of the Pacific Community
Procurement Unit – RFP 16/120
Private Mail Bag
Suva – Fiji Is

All proposals should reach the Secretariat before 4pm Suva Time, 20th January, 2017.

ANNEX II
TERMS OF REFERENCE
Request for Proposal (RFP): 16/120
Roads Construction Supervision Team

A. Roads Construction Supervision Team – Rural Access Road and Associated Infrastructure (RARAI)

B. Background

The RARAI project is a 48 month flagship EURO 13 m project being implemented under the EU-financed Accompanied Measures for Sugar Protocol (AMSP) programme. It was launched in the framework for Annual Action Programme 2013. It is scheduled to run from January 2015 to December 2018.

The project focuses on cane access road rehabilitation and associated infrastructure (e.g. drainage, Irish crossings etc.) in 3 sectors (Drasa, Koronubu and Malolo) of the sugar cane belt region of western Viti Leavu; Community inclusion in rehabilitation and maintenance of cane access roads and the establishment of road maintenance programme.

The overall objective of the RARAI project is to mitigate the economic and social impacts of the sugar restructuring programme by supporting and promoting income-generating activities for the most vulnerable population in the sugar-belt region. More specifically, RARAI aims to reduce the social, economic and environmental vulnerability of farmers and mill workers affected by the sugar reforms by improving the condition of cane access roads and associated infrastructure. The expected key results of the RARAI project are: (i) improved watershed management in specific sugar-cane sectors through rehabilitation and maintenance of cane access roads, including associated rural infrastructure; (ii) increased community/household income through inclusion in the rehabilitation and maintenance of cane access roads, including associated rural infrastructure; and (iii) establishment of a road maintenance system.

C. Scope of work

The position of project **Roads Construction Supervision Team** encompasses the following major functions

Management and Delivery of the Construction Phase of the RARAI Project

The Construction Engineer (CE) who is also the Team Leader will:

- Carry out the role of Engineer's Representative including day-to-day on-site supervision of construction projects
- Issue Instructions to Contractors (ITC) to direct works on site
- Provide guidance where necessary, to assist the contractors in submission of complete and correct progressive claims
- Check thoroughly all progressive claims by contractors
- Work in consultation with the Design Engineer to verify, authenticate and approve any variations within approved limits
- Regularly report on progress and identify any potential risks or emerging issues to the Design Engineer/ Project Manager

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

- Ensure that all contracts are completed within budget, specifications and time
- Attend monthly site meetings with the contractor that is chaired by the Project Manager
- Provide technical input on projects and regularly communicate with others in the design and construction supervision team to ensure consistent practices are being followed
- Submit timely progress reports to the Project Management Team for dissemination to the SPC and the EU Coordination Unit (EU CU).

Stakeholder Management and Engagement

The Construction Engineer/Team Leader will:

- Build and maintain strong working relationships with, clients, landowners, sugar cane sectors and community leaders in order to successfully deliver sub-projects funded under this Project.
- Work closely with the design team to ensure the scope, expected quality, costs and activities timelines are agreed for each sub-project before tender
- Maintain good communication with the Client, Chairmen of Road Committees in the three sectors of Malolo, Drasa and Koronubu, District Officers and Provincial Administrators, Contractors, internal team members as and when required
- Assist in the coordination of meetings with relevant landowners' representatives and other stakeholders to assist in the implementation of the consultants' works in the implementation of a Road Maintenance Management System (RMMS).
- Attend the Ba Provincial Council, the respective Rural Advisory Councils and any other forum as required to advice on progress made on each sub-project.

Management of compliance with all technical regulations over contract implementation

The Construction Engineer/Team Leader will be:

- Responsible for the technical quality of work in project sites
- Maintain appropriate technical and professional qualifications on-site
- Institute on-site requirements for contractors' compliance with Health and Safety at Work Regulations, Environment Act and its Regulations and traffic management
- Complete all contract works in accordance with General Condition of Contract (GC)

The Inspectors are specifically responsible for the daily monitoring of the following environmental aspects:

- Project compliance with Environmental Requirements to minimize all construction related impacts to the natural characteristics of the environment
- Ensure that material certifications are submitted by the Contractor Anticipate potential project problems and recommend solutions to the Construction Engineer
- Inform and obtain concurrence as needed from the Construction Engineer regarding changed conditions/situations in the field, and maintain relative documentation for project records
- Communicate with adjacent landowners as required to resolve issues that arise due to construction
- Ensure compliance with the Traffic Management Plan
- Monitor compliance with and taking appropriate action to preserve safety on the project for workers and traveling public in accordance with the project plans and specifications

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

- Initial, follow up, and final inspections of work in progress including interim and final measurements
- Ensure material storage adequately prevents impact on material quality
- Ensure compliance with inspection and testing plans, and that hold/witness points are adhered to
- Ensure roads are constructed in accordance with Technical Specification and design drawings
- Ensure quality assurance with respect to surveying and location of works is undertaken
- Photo document inspections over the course of the work
- Notify contractors and CE of non-compliance with the contract plans and specifications; perform any other miscellaneous related duties as requested by the CE

Stakeholder consultation and mentoring

The Construction Engineer/Team Leader will:

- Assist the Project Manager in the coordination of the stakeholder consultation workshops that are related to sub-projects, meetings and site briefings on specific sub-projects to ensure there are no outstanding issues that might result in potential delays
- Provide technical and professional leadership and on-going mentoring to local and junior staff
- Provide technical and professional leadership and on-going mentoring to project affected community members and cane farmers

Outputs

The Construction Engineer/Team Leader will ensure that:

- All civil works contracts are not delayed and are completed on time and within budget
- Cane sector communities benefit from use of labor, use of materials from their land and hire of their machines and transport
- Communities are satisfied with project delivery
- Contractors are paid on time and Completion Certificates are issued after successful completion of each sub-project
- Sub-project delivery is streamlined through synergy between the design team and supervision team
- Key stakeholders are fully aware of the Project and progress through public consultations and meetings
- SPC and EU CU satisfied with progress of sub-project contracts
- Design standards are maintained in the construction and rehabilitation works of all RARAI sub-projects commensurate with the FRA Road Standards and Specifications
- No claims from any injuries on any project site
- Community members are engaged meaningfully in activities of road rehabilitation

D. Institutional arrangement

The Construction Engineer/Team Leader:

- Will work closely with the Roads Design Engineer and the RARAI Team Leader on external stakeholders' consultations, but will have a significant degree of autonomy when it comes to the technical aspects of the contract supervision of all sub-projects.

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

- Will assist the Roads Maintenance Engineer, where possible, with the consultations and the setting up of the Roads Maintenance Management System (RMMS) and the setting up and monitoring of cane roads maintenance contracts implemented under this project.

E. Duration of the work

- The work programme dictates that the Team will be required to work a total of 20 months, beginning in January 2017, to coincide with the award of the first batch of the Malolo sector contracts with Drasa and Koronubu to follow.

F. Duty station and travel

- The Roads Construction Team is expected to be based in the Western Division and will find its own suitable accommodation and offices which should be easily accessible from the project sites.
- As part of the work, the Team members are expected to be on project site daily in the three cane sectors of Malolo, Drasa and Koronubu
- The Construction Team is expected to provide its own transport during the tenure of its contract.
- Official working hours are from 8am to 4.30pm from Monday to Friday with lunch hour breaks from 1pm to 2pm

G. Qualifications, professional experience and key skills.

For the Construction Engineer/Team Leader:

- A minimum of 10 years' professional experience in the road/civil engineering industry after graduate education
- Fully competent technical specialist able to maintain high professional standards in the field of road construction and civil engineering works supervision
- Competent level of client service management, i.e.: able to interface with clients and to build and maintain lasting, positive relationships with our Clients and the rural communities' stakeholders
- Competent level of project management, i.e. have the skills necessary to manage a program of projects, including managing relationship with contractors
- Proven leadership skills, i.e. able to define and set the direction of a contract in the rural setting, away from urban areas
- Competent level of decision making, i.e. able to identify potential delays and make assertive decisions to keep the project on track
- Experienced level of baseline skills, i.e. professional and confident leader, with essential business and communication skills to enable career growth in all directions
- Ability to work self-sufficiently in a small team and willing to travel to remote areas as required for the role
- Work experience in the Pacific
- Experience of working in the sugar sector in small island countries would be an advantage
- Demonstrated ability to work in heavily politicized environment in third world countries
- Proven ability to motivate a small team and handle multiple and complex small sub-projects within a tight budget

- Good working knowledge of construction supervision in tropical climates and small economies
- Full awareness of all relevant legislation that impact the project (e.g. Labour Laws, Environment Act, Health & Safety Regulations, Roads Act and Mining Act)
- Good Project Management skills (e.g. planning, budget control, risk and issue management)
- Well-developed analytical skills and attention to detail
- Excellent computer skills (Microsoft Word, Excel and Microsoft Project 2010)
- Excellent communication skills and excellent command of spoken and written English.

For the Inspectors:

- Diploma in Civil and /or building construction
- Minimum of 5 years working in a related field such as in civil works construction as inspectors or technicians.
- Familiar with technical drawings and standard computer programs (Microsoft Word, Excel and Microsoft Project 2010)
- Excellent communication skills and command of English (written and spoken)

H. Staffing Needs

The Project will require, at a minimum, the following technical resources:

- Senior Construction Engineer, who will be the Team Leader
- Construction Inspectors; and
- Technicians/Chainmen.

All Consultant construction personnel shall remain assigned to the project site during construction.

I. Submission by the Consultant

- The Consultant shall, as part of its submission, propose the names, backgrounds and details of work experience of the Inspectors and Chainmen it proposes to be part of the team.
- The Consultant's staffing shall be composed of personnel, experienced in civil works contracts, procedures and methods, crossings construction, concrete pavement construction, concrete pipework, drainage, utility construction, materials testing and inspection, schedule review and analysis, and all types of roads construction.
- Resume and two reference letters are required for the Team Leader proposed for the project.

J. Interviews

- The SPC will not conduct interviews with the top three (3) rated firms short-listed from this initial selection.
- The SPC will award the contract based solely on the result of the evaluation by the Evaluation Committee of the SPC.

K. Proposal Evaluation Matrix

Competency Requirements	Score Weight (%)	Total Obtainable Score
Knowledge and experience of the Team Leader in construction supervision and construction contract management of roads, crossings and associated infrastructure in developing countries.	14%	14
Knowledge and experience of the Inspectors	3.5%	3.5
Demonstrated experienced level of leadership, able to define and set the direction for a small team and to undertake a wide variety of small sub-projects in developing countries	14%	14
Solid foundation of technical knowledge on standard processes and procedures in relevant technical fields and proficient in the use of AutoCad.	17.5%	17.5
At least 10 years of work experience in project development with at least 5 years in the Pacific	14%	14
Excellent report writing and English language skills	7%	7
Total Score	100%	70
Qualification Score	70%	49

L. Scope of bid price and schedule of payments

The Contract will be time-based and the bid must include all costs including the breakdown of fees, transportation and travel costs, accommodation, per diems and any other costs.

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.

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

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

- 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, 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.