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Pacific  
Community  
Communauté  
du Pacifique

## REQUEST FOR QUOTATION

Date: 10/05/2019

**SUBJECT:** Supply of lighting and electrical products (wirings, lights and GPOs) for Tabuaeran and Teraina Island Council Facilities and selected schools, Kiribati

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to supply lighting and electrical products for Tabuaeran and Teraina Island Council Facilities and selected schools, Kiribati.

1. Bidders are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).
2. Queries or questions may be emailed to [koine@spc.int](mailto:koine@spc.int)
3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.
4. 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.
5. All prices quoted shall be in EURO and be inclusive of all costs related to the supply and delivery of the lighting and electrical products and any applicable taxes.
6. This RFQ has been advertised regionally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
7. Please email your quotation using the Technical Submission Form in Annex II and the Financial Submission Form in Annex III to [koine@spc.int](mailto:koine@spc.int) by **4 pm Fiji time on 22<sup>th</sup> May 2019.**

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

**ANNEX I**  
**TERMS OF REFERENCE**

**A. Project Title:** EU-GIZ ACSE Solar Hybrid in Boarding School, Kiribati – (KI08)

**B. Background**

The ACSE project is a European Union (EU) funded project administered by Geutsche Gesellschaft Fur Internationale Zusammenarbeit (GIZ). The Pacific Community (SPC) is an implementation partner to the Government of Kiribati ACSE Sustainable Energy project; Solar Hybrid Systems in Boarding Schools, thus provides financial and technical support on the implementation of the project. The project has six outputs, solar PV system design, procurement and installation, training, governance, community ownership and monitoring and evaluation. The objective of the ACSE – Sustainable Energy project is cost-effectiveness and efficient of energy systems are improved and dependency on fossil fuels is reduced. The outcomes are that two solar PV hybrid systems installed, each one sustainable operated and effectively operated meeting the current and predicted future energy needs/demand of the two rural boarding school and communities. To achieve the objective and outcomes, proper energy needs assessments and engineering works (civil, electrical and mechanical) for the power systems are initially designed that includes a gender perspective. The survey also conducted an electrical assessment including the stocktake of the number of lights and GPO for the facilities.

The electrical works including installation of power points and lights will be provided to the following

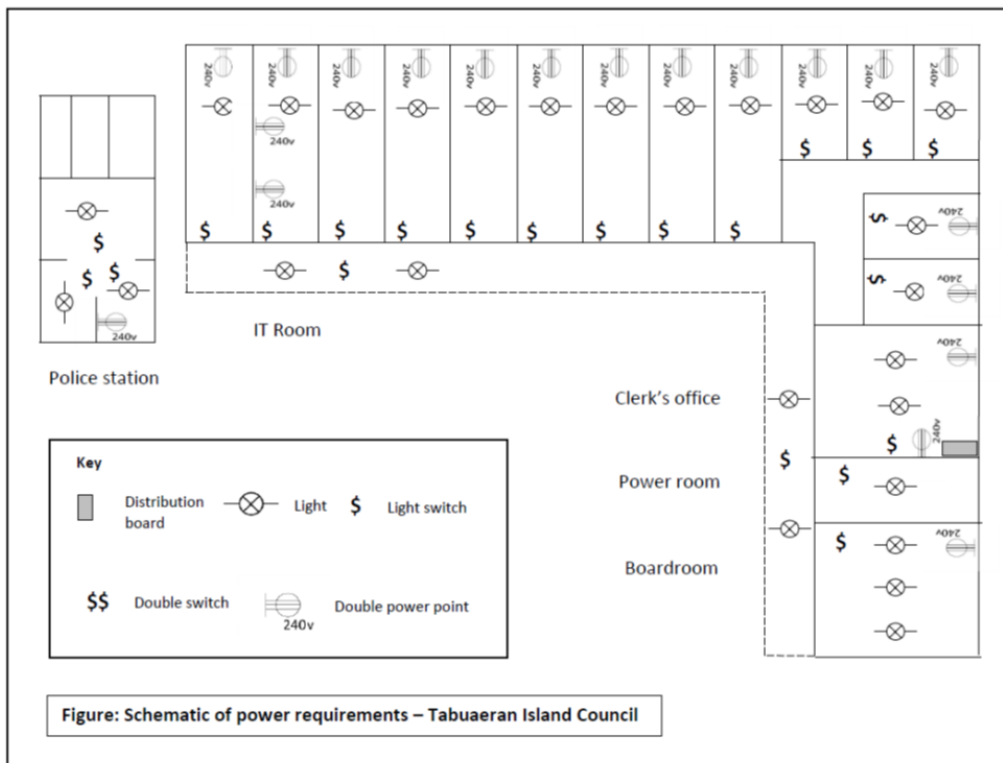
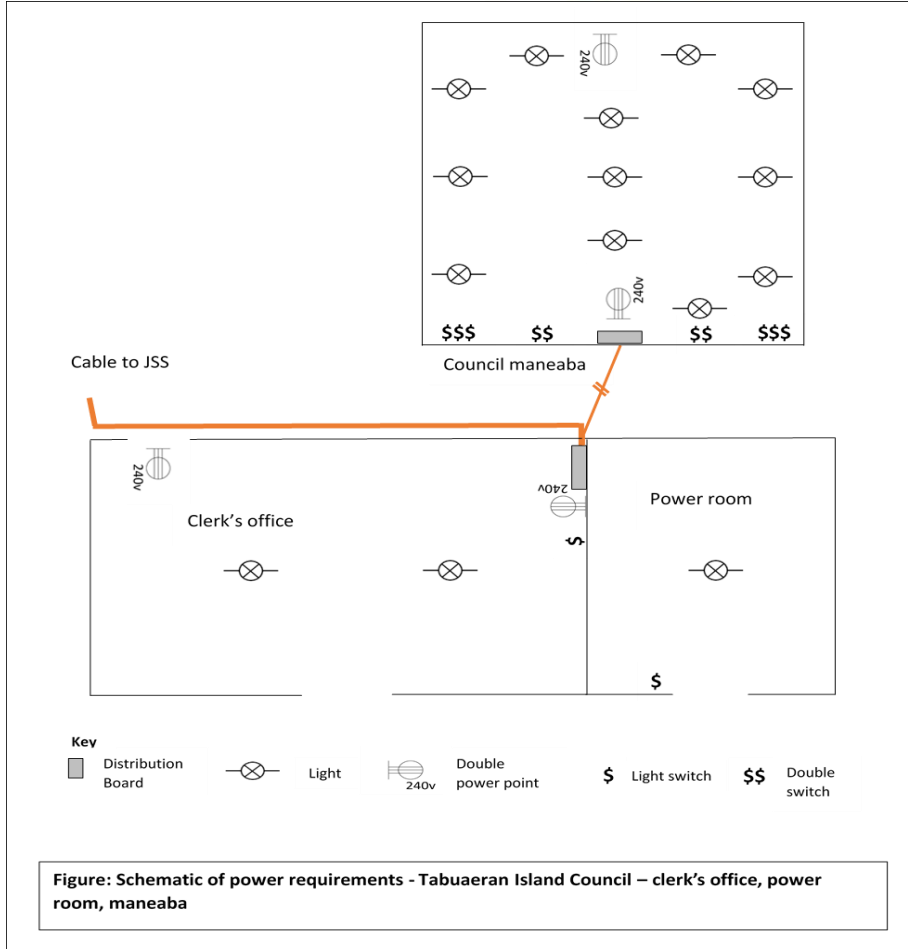
- i. Tabuaeran Island Council facilities (office block, police office and maneaba) and he Keina Tiito JSS principal office, classroom block and maneaba;
- (ii) Teraina Island Council facilities (office buildings, guest house, police office and medical center); and,
- (iii) Sunlight Primary School and the Taimanin Teraina JSS, staff block, classroom block and maneaba.

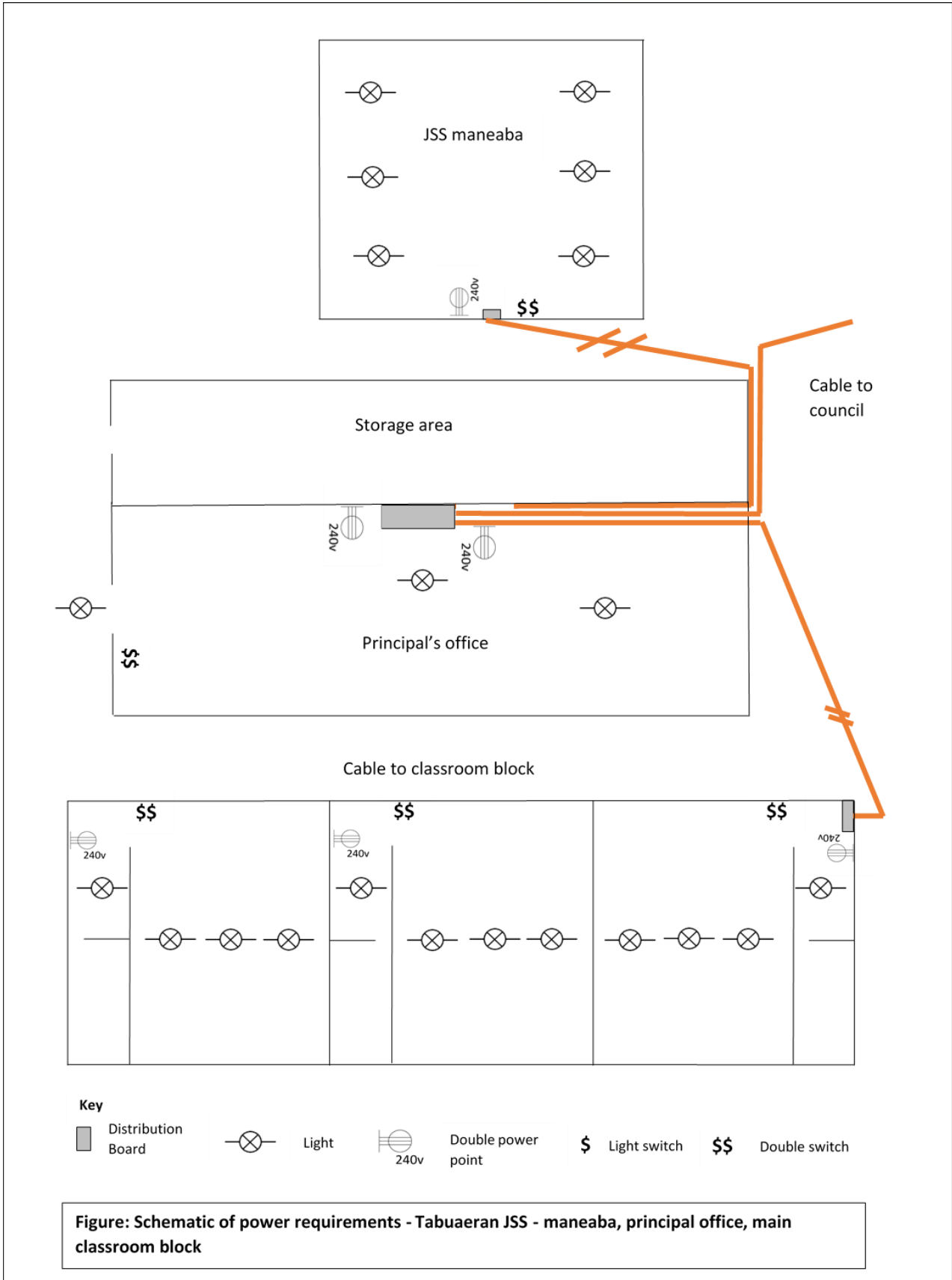
The project has completed the following works:

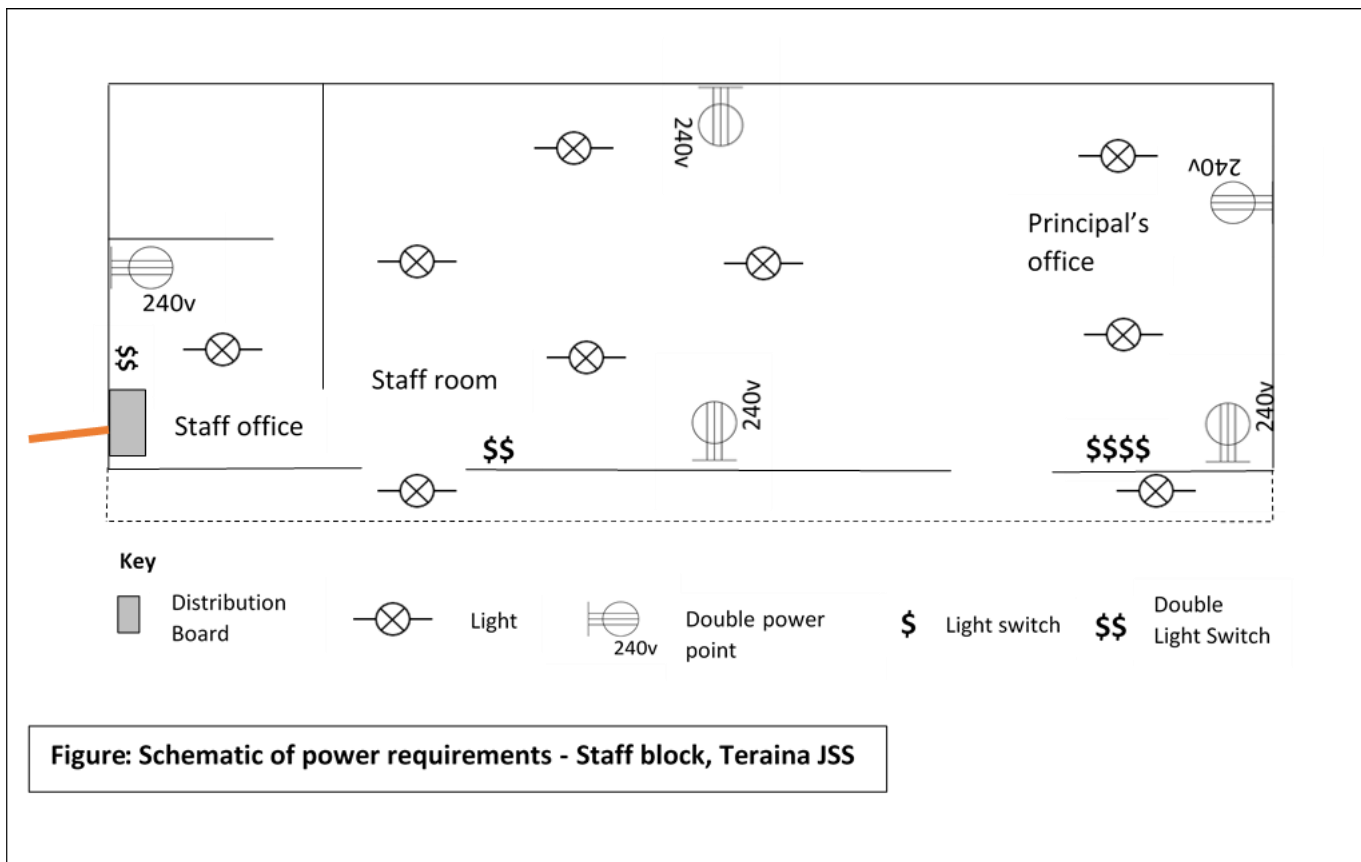
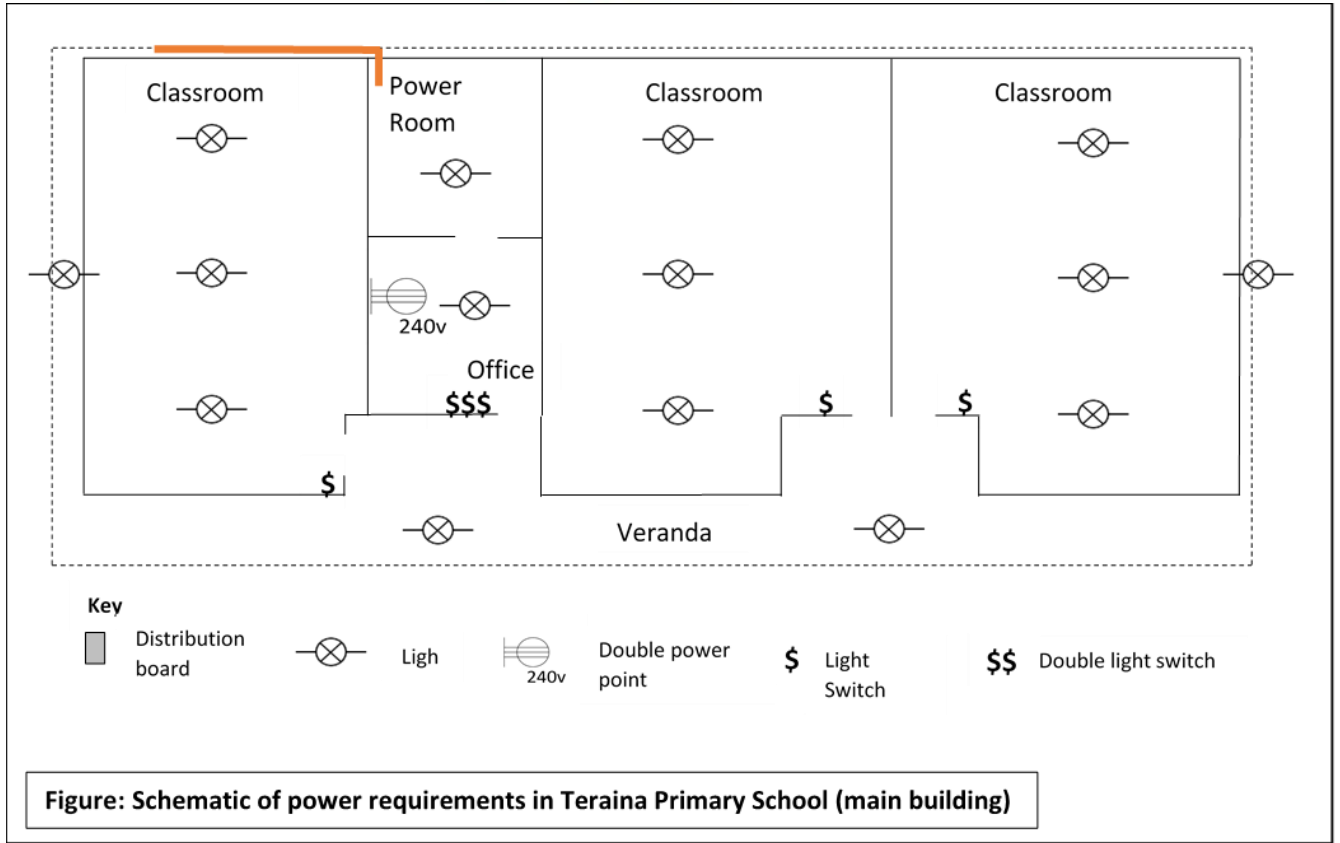
- Solar PV design and technical specifications,
- Gender and energy needs assessments,
- Tabuaeran Island Lighting Plan
- Teraina Island Lighting Plan
- Solar PV system procurement package prepared and advertised, and
- Terms of Reference for installation of solar systems and electrical works and commissioning work.

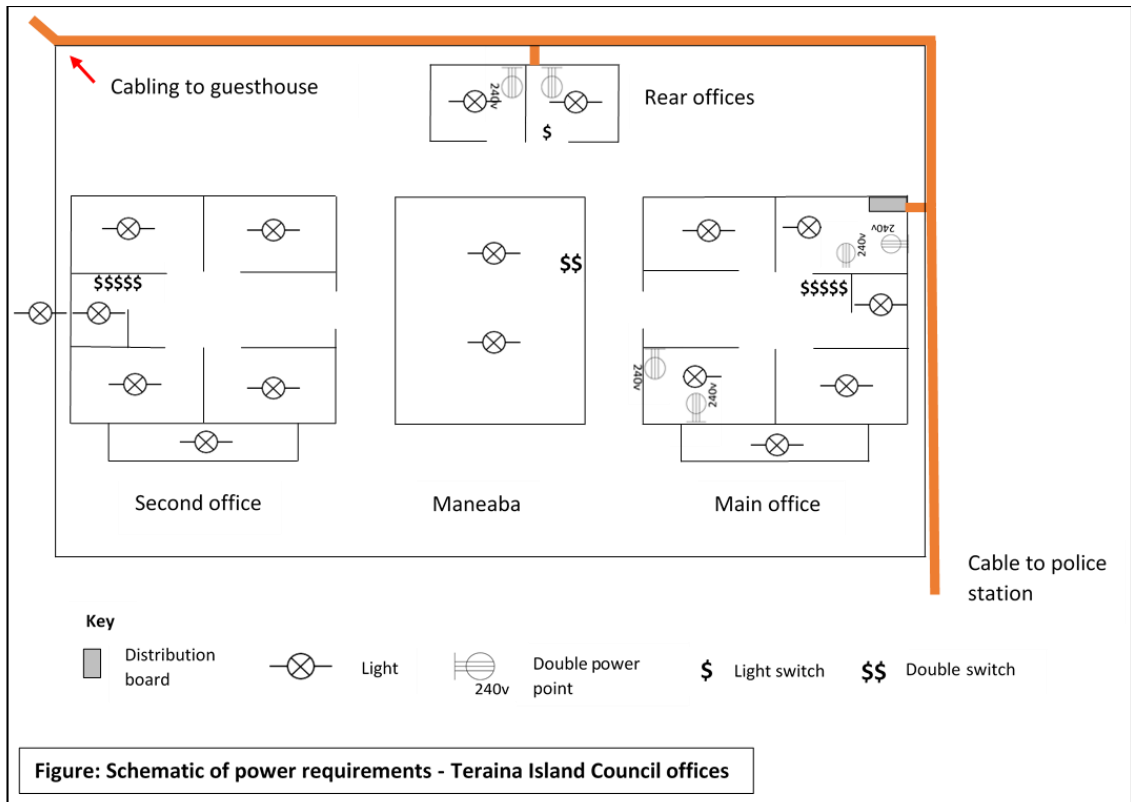
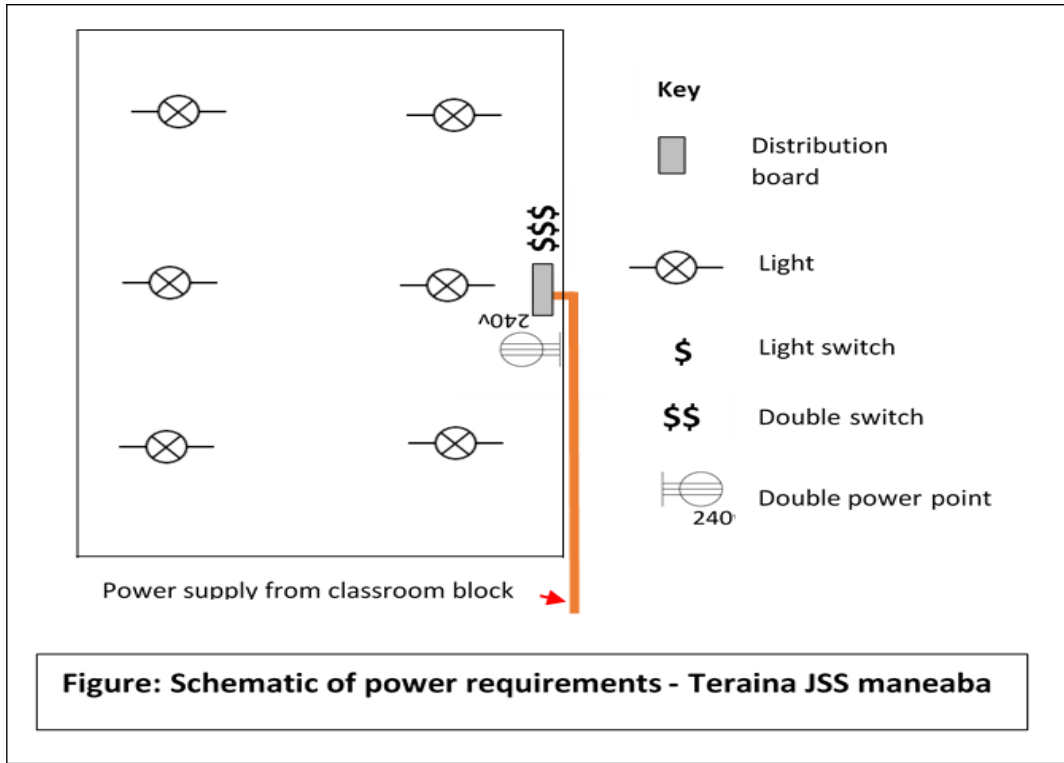
SPC has released the Request for Proposal for the supply of the solar PV equipment and anticipates the supply contract to be signed by the mid May 2019. The work on the installation of electrical wirings, lights and power points to be conducted jointly between the Government of Kiribati Ministry of Ministry of Infrastructure and Sustainable Energy and the Ministry of Lines and Phoenix Development and the Island Councils.

The following schematics provides the power requirements for all facilities in Tabuaeran and Teraina.









### C. Scope of Work

The scope of work is to supply the lighting and electrical products for the Tabuaeran and Teraina Island Council Facilities and selected schools and package as per shipping details.

Shipping Details	Materials	Quantities
<b>Energy Planning Unit, Ministry of Infrastructure and Sustainable Energy Kiritimati Island</b>  Package for:  Teraina JSS and Primary School Teraina Island Council Teraina Island Line and Phoenix Group Kiribati	LED bulb (5W) and bayonet holder Light switch & mounting (single) Light switch & mounting (double) Light switch & mounting (triple) Double GPO with mounting, 10a, 240V, 50Hz TPS cable 1.5mm sq. 2 core + Earth TPS cable 2.2mm sq. 2 core + Earth Cable clips to sit 2.5 mm sq. cable Cable clips to sit 1.5mm sq. cable Cable ducting for GPO and switch Electric cable junction boxes	43 pcs 6 pcs 5 pcs 2 pcs 10 pcs 3 rolls 3 rolls 6 pkts 6 pkts 12 lengths 22 pcs
<b>Energy Planning Unit, Ministry of Infrastructure and Sustainable Energy Kiritimati Island</b>  Package for: Teraina Island Council Teraina Island Kiribati	LED Bulbs (5W) and bayonet holder Light switch and mounting (single) Light switch and mounting (double) Light switch and mounting (four) Double GPO with mounting, 10A, 240V, 50 Hz TPS cable 1.5mm sq. 2 core + Earth TPS cable 2.2mm sq. 2 core + Earth Cable clips to sit 2.5 mm sq. cable Cable clips to sit 1.5mm sq. cable Cable ducting for GPO and switch Electric cable junction boxes Cable ties ( medium) Cable ties (large)	35 12pcs 6 pcs 2 pcs 10 pcs 9 rolls 5 rolls 7 pkts 12 pkts 13 lengths 44 pcs 5 pkts 5 pkts
<b>Energy Planning Unit, Ministry of Infrastructure and Sustainable Energy Kiritimati Island</b>  Package for: Tabuaeran Island Council Tabuaeran Kiribati	LED Bulbs (5W) and bayonet holder Light switch and mounting (single) Light switch and mounting (double) Light switch and mounting (triple) Double GPO with mounting, 10A, 240V, 50 Hz TPS cable 1.5mm sq. 2 core + Earth TPS cable 2.2mm sq. 2 core + Earth Cable clips to sit 2.5 mm sq. cable Cable clips to sit 1.5mm sq. cable Cable ducting for GPO and switch Electric cable junction boxes Cable ties (medium) Cable ties (large)	61 pcs 25 pcs 7pcs 2pcs 29pcs 8 rolls 8 rolls 6 pkts 6 pkts 16 lengths 29 pcs 5 pkts 5 pkts

### D. Expected Outputs

To provide quotation on the required products (lighting and electrical) as listed in Annex III, including freight costs to Kiritimati (if an overseas company) or to provide freight costs to Tabuaeran and Teraina if local company (Kiritimati based)

### E. Institutional Arrangements

The supplier is to work closely with the project manager, ACSE Koin Etuati; email: [koine@spc.int](mailto:koine@spc.int)

### F. Duration of the Work

The duration of the work is for 30 working days.

The work will be conducted over a 30 day period from 20 May to 20 June 2019. The work is to supply the products and package as required and ship to Kiritimati Island (overseas based company) or to ship to Tabuaeran and Teraina (Kiritimati based company).

Output	Delivery by	Nature of work
1. Written confirmation of availability for a 30 day period between 20 May 2019 and 20 June 2019 and possession of required electrical accessories	3 days after signing the contract	Office work
2. Supply of Bill of Quantities including costs and freight costs to Kiritimati Island preferably by sea freight (If local company in Kiritimati – to include freight costs to Tabuaeran and Teraina). If overseas company freight costs to Kiritimati Island.	15 June 2019	Supply and packaging of products
3. Bill of Lading specifying that all items are ready for shipment and inspection report on supply of all lighting and electrical products	20 June 2019	Reporting work

### G. Duty Station

Suppliers work from their home base.

### H. Qualifications, professional experience and key skills

The Company is a registered company and able to supply the lighting and electrical products with at least three (3) years' experience in supply of electrical products and accessories. Can source all the necessary materials within 60 days from signing of contract. Evidence of having sound Financial Statements (Audited) in the past three years.

### I. Proposal Evaluation Matrix

The technical component, which has a total possible value of 70 points, will be evaluated using the following criteria:

	Requirement	Score weight (%)	Points attainable
1.	Written confirmation of availability for a 30 day period between 20 May 2019 and 20 June 2019 and	22	15



	possession of required electrical accessories		
2.	Supply of Bill of Quantities including costs and freight costs to Kiritimati Island preferably by sea freight ( If local company in Kiritimati – freight costs to Tabuaeran and Teraina)	46	31
3.	Bill of Lading specifying that all items are ready for shipment.	16	12
4.	Inspection Report on supply of all lighting and electrical products	16	12
<b>Total</b>		<b>100%</b>	<b>70</b>
<b>Qualification score</b>		<b>70%</b>	<b>49</b>

The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services provided to SPC. The lowest financial proposal will be awarded maximum 30 points and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 30$$

#### J. Scope and Bid Price and Indicative Schedule of Payments

Milestones/Output	Deadline/Date	% Payment
1. Written confirmation of availability for a 30 day period between 20 May 2019 and 20 June 2019 and possession of required electrical accessories.	7 days after signing the contract	30%
2. Supply of total costs of equipment including freight costs to Kiritimati Island preferably by sea freight. If local company in Kiritimati – freight costs to Tabuaeran and Teraina)	End of month 1 (depending on shipping schedule)	60%
3. Bill of Lading specifying that all items are ready for shipment.		
4. Inspection Report of all lighting and electrical products by SPC Representative (Kiritimati)		10%

**ANNEX II**  
**Technical Proposal Submission Form**  
**Supply of lighting and electrical products (wirings, lights and GPOs) for Tabuaeran and Teraina**  
**Island Council Facilities and selected schools, Kiribati**

**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 – Experience of firm/institution**

CRITERIA	RESPONSE BY BIDDER
Able to supply all the required lighting and electrical products	

**PART C – Knowledge / Experience**

CRITERIA	RESPONSE BY BIDDER
Registered company, selling lighting and electrical products Can source all materials within 30 days from signing of contract Evidence of Financial Statements (Audited)	

**ANNEX III**  
**Financial Proposal Submission Form**  
**Supply of lighting and electrical products (wirings, lights and GPOs) for Tabuaeran and Teraina Island Council Facilities and selected schools, Kiribati**

**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 RFQ documents to provide technical services to support the provision of all lighting and electrical products for Tabuaeran and Teraina Island Council Facilities and selected schools.
3. Contractors agree to supply the lighting and electrical products for the following price (VIP) :

Particulars	Quantity	Amount (EURO)
<b>For Teraina JSS and Primary School</b>		
LED Bulb (5 W) and bayonet holder	43 pcs	
Light switch & mounting(single)	6 pcs	
Light switch & mounting (double)	5 pcs	
Light switch & mounting (triple)	2 pcs	
Double GPO with mounting, 10A, 240 V, 50 Hz	10 pcs	
TPS cable 1.5 mm sq. 2 core +Earth	3 rolls	
TPS cable 2.5 mm sq. 2 core +Earth	3 rolls	
Cable clips to sit 2.5 mm sq cable	6 pkts	
Cable clips to suit 1.5 mm sq. cable	6 pkts	
Cable ducting for GPO and Switch cables	12 lengths	
Electric cable Junction boxes	22 pcs	

Particulars	Quantity	Amount (EURO)
<b>For Teraina Island Council Facilities</b>		
LED Bulb (5 W) and bayonet holder	35 pcs	
Light switch & mounting(single)	12 pcs	
Light switch & mounting (double)	6 pcs	
Light switch & mounting (four)	2 pcs	
Double GPO with mounting, 10A, 240 V, 50 Hz	10 pcs	
TPS cable 2.5 mm sq. 2 core +Earth	9 rolls	
TPS cable 1.5 mm sq. 2 core +Earth	5 rolls	
Cable clips to sit 2.5 mm sq cable	7 pkts	
Cable clips to sit 1.5 mm sq. cable	12 pkts	
Cables conduits/ducting	13 lengths	
Electric Junction Box	44 pcs	
Cable ties (medium)	5 pkts	
Cable ties (large)	5 pkts	

	Quantity	Amount (EURO)
<b>For Tabuaeran Island Council Facilities &amp; JSS</b>		
LED Bulb (5 W) and bayonet holder	61 pcs	
Light switch & mounting(single)	25 pcs	
Light switch & mounting (double)	7 pcs	
Light switch with mounting (triple)	2 pcs	
Double GPO with mounting, 10A, 240 V, 50Hz	29 pcs	
TPS cable 1.5 mm sq. 2 core +Earth	8 rolls (800 meters)	
TPS cable 2.5 mm sq. 2 core +Earth	8 rolls (900 meters)	
Cable clips to sit 2.5 mm sq cable	6 pkts	
Cable clips to suit 1.5 mm sq. cable	6 pkts	
Cables ducting for GPO and switch	16 lengths	
Electric Junction Box	29 pcs	
Cable ties (medium)	5 pkts	
Cable ties (large)	5 pkts	

<b>Other costs</b>		<b>Amount (EURO)</b>
Freight to Kiritimati (Overseas company)		
Freight to Tabuaeran and Teraina (Kiritimati based company)		
Insurance costs		
Others		

\_\_\_\_\_

Print name and sign

\_\_\_\_\_

Date

Title\_\_\_\_\_

**ANNEX IV**

**SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

**1. LEGAL STATUS**

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

**2. SOURCE OF INSTRUCTIONS**

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

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

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

**4. SPECIFIED PERSONNEL**

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

**5. ASSIGNMENT**

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

**6. SUB-CONTRACTING**

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

**7. OFFICIALS NOT TO BENEFIT**

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

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](http://www.spc.int) Email: [spc@spc.int](mailto:spc@spc.int)

## **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. 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.