

REQUEST FOR PROPOSAL

RFP No.: RFP17/032
DATE: 04 April 2017

SUBJECT: REQUEST FOR PROPOSAL: **Roads Design Engineer**

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:** Technical Proposal Submission Form (Annex III)
- Annex IV:** Financial Proposal Submission Form (Annex IV)
- Annex V:** 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

Manager- Procurement, Grants, Risk & Assets

ANNEX I
INSTRUCTIONS TO BIDDERS
Request for Proposal (RFP): 17/032

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

- 2.1 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:
- 2.2 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%.
- 2.3 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

3 Request for further information

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

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

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

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 17/032– Roads Design Engineer",

Or sent by courier to:

Secretariat of the Pacific Community
Procurement Unit – RFP 17/032
Private Mail Bag
Suva – Fiji Is

All proposals should reach the Secretariat before 4pm Suva Time, 19th April, 2017.

ANNEX II
TERMS OF REFERENCE
Request for Proposal (RFP): 17/032
Roads Designer Engineer

A. Roads Design Engineer – Rural Access Road and Associated Infrastructure (RARAI) Project DCI-SUCRE/2015/353-827.

B. Background

The European Union-funded Rural Access Roads and Associated Infrastructure (RARAI) project comes under the Annual Action Programme 2013 of the Accompanying Measures for Sugar Protocol Countries, including Fiji. 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 Design Engineer** will primarily identify and conduct the **technical scoping of a minimum of 98km of cane access roads and drainage systems for upgrading in the Koronubu sugarcane sector, Ba Province on the western side of Viti Levu.**

The Engineer's main functions include:

- Manage the necessary investigative works, design and documentation of sub-projects for the sector and to:
 - Review feasibility scope of works in liaison with Fiji Sugar Corporation (FSC), Fiji Roads Authority (FRA), Ministry of Sugar Industry (MoSI) and other relevant government agencies and sugar cane farming communities taking into consideration the existing infrastructure and transport policies and priorities;
 - Conduct desk and site surveys, field investigations and socio-economic studies for the purpose of submission of a short-list of prioritised project proposals for approval for funding in the sector under the Project;
 - Procure and manage the provision of engineering and cadastral survey services, to conduct the survey works necessary for the sector to provide quantity and control for all works;
 - Manage the procurement of appropriate equipment and tools for project designs and documentations (AutoCAD hardware and software), rehabilitation and maintenance works;
 - Undertake the design of all infrastructure works including bridges, culverts, Irish crossings, drainage systems, agricultural irrigation schemes and other works in the sector;

- Undertake the preparation of cost estimates for design and construction in Koronubu;
 - Carry out quality design checks and reviews of all works being undertaken in the sector;
 - Provide technical expertise in specialist area of engineering to meet project needs and co-ordinate all other specialist inputs e.g. civil, structures, geotechnical, environmental, planning and hydraulics; and
 - When necessary, work with Construction and Maintenance Engineers and other technical team members in achieving optimum solutions to impediments.
- Management of the preparation of civil works contracts, procurement and implementations:
- Undertake all procurement aspects relating to the implementation of rehabilitation and maintenance of cane access roads, including bridges, culverts, Irish crossings, drainage systems, irrigation schemes and other works in the sector.
 - Prepare contract specifications and bills of quantities (BOQ's) of all approved sub-projects in the sector and ensure **all the correct technical details e.g. chainages are included** in the BOQ's and other relevant document.
 - Design quality control systems and procedures.
 - Assist the Project Manager RARAI develop the tender evaluation criteria in line with SPC guidelines and procedures.
 - Coordinate pre-bid site meetings with potential contractors.
 - Respond to queries from tenderers for Koronubu sector via SPC.
 - Work in collaboration with the Supervision Engineers in the successful completion of all sub-projects in the sector through:
 - Monitoring and certification of works ensuring they are constructed in accordance with the provisions of the Contract, including contractor's approved quality assurance plan, health and safety and traffic management plans.
 - Certifying eligible activities, variations to the works and contractor's contract relating to monthly progress claims.
- When necessary, assist in the preparation of all the documentations relating to Key Result Area (KRA) 3 'Establishment of a Roads Maintenance Management System (RMMS)' in Koronubu and if necessary, Malolo and Drasa sectors. These tasks may include:
- Assist in the preparing a Terms of Reference (TOR's) for the procurement of:
 - Technical Assistance (TA) Consultants for the development of the RMMS in compliance with the SPC procurement guidelines; and
 - TA Consultants to assess the availability of local labour to participate in road works and procurement of tools for rehabilitation works.
 - Support the TA in the undertaking of their respective assignments for the fulfilment of their respective TOR's and scope of works.
 - Ensure accurate identification of targeted beneficiaries and their inclusion in all consultation forums undertaken for this project.
 - Assist the TA with the setting up and convening of public meetings with all stakeholders for the purposes of their respective assignments.
 - Assist the Consultants in the compilation of their reports and provide peer review of their final report before submission to the SPC management and EU Coordination Unit (EU-CU).

- Development and maintenance of positive relationships with all key stakeholders in the sugar industry in order that the Project is successfully implemented.
- Participate with SPC in forums/discussions which require all technical matters with the Contracting Authority (European Commission) and to ensure that expectations of all parties are met.
- Work with the EU-CU and key stakeholders in the sugar belt region to ensure awareness of the progress of the Watershed Management Project in liaison with the Reforestation program, in line with the EU communications and visibility manual.
- Develop effective information, education and communication (IEC) materials for public awareness of the RARAI Project in liaison with the Reforestation Project, in line with EU Communications and Visibility manual.
- Undertake other areas of responsibility pertinent to RARAI at the request of the RARAI Team Leader.

D. Outputs

- Short list of sub-projects eligible (A minimum of 98km of cane access roads and relevant drainage systems identified for upgrading) and prioritised for funding, following extensive consultations with key stakeholders, are approved in a timely manner.
- Sub-projects are designed and documented for tender in a timely manner.
- All Contract Documents for all sub-projects are completed and compiled ahead of public tender which include; and not necessarily limited to the following:
 - Letter of Invitation to Bid
 - Special Conditions of Contract
 - General Conditions of Contract
 - Tender Form including the BOQ
 - Material Specifications
 - Drawings
- All tenders are evaluated in accordance with the SPC Procurement Guidelines and within timeframe.
- All tenders are approved by the Approving Authority.
- The two Technical Assistance consultants (Under KRA 3: Establishment of a RMMS) are mobilised within the project timeframe following successful procurement undertaken within the SPC Procurement Guidelines.
- Inception Reports of the TA Consultants RMMS are approved.
- Successful consultations with key stakeholders resulting in their acceptance of the TA findings and recommendations.
- Targeted beneficiaries of the two (2) TA's are involved, invigorated and benefit from their participation of the formulation of the Plans.
- All technical matters dealing with this RARAI Project are handled methodologically and there are no undue delays to project implementation.
- All sub-projects are implemented within time, within budget with minimum social, environmental and ecological ramifications. All stakeholders are aware and are satisfied with the outcomes of the Project implementations.

E. Institutional arrangement

The Roads Design Engineer – Koronubu, Ba will:

- Work closely with the Project Manager RARAI, Construction Supervision Team (CST), Supervision Engineer, civil contractors and other pertinent stakeholders', but will have a significant degree of autonomy when it comes to the technical aspects of the designs of all sub-projects for the sector.
- Will work closely with the Project Manager and Supervision Engineer in packaging each sub-project for the sector.

F. Duration of the work

- The work programme dictates that the incumbent will be required to work a total of 6 months from 26 April to 25 October, 2017.
- Start date takes into account the current project status as the incumbent is expected to begin the design works of sub-projects for the first batch of contracts to be awarded (Koronubu Phase I).
- It is expected that before the term expires, the Roads Engineer is expected to have successfully tendered and awarded all the sub-projects for that period, and handed over the construction supervision to the Construction Supervision Engineer.
- The incumbent will be joined by a Technician/Draughtsman to do detailed drawings and compile tender documents.

G. Duty station and travel

- The Roads Design Engineer will be based in the Project Office in Lautoka, Western Division but may be required to travel to Suva to meet with SPC and other partners.
- As part of the work, the incumbent will be expected to visit project sites in Koronubu and if necessary to the other two project sectors.
- The Engineer is required to host or participate in meetings and consultations with stakeholders from the sugar cane and transport industries in the western Division or Suva.
- The Engineer is required to provide his/her own transportation vehicle and claim transportation costs using SPC mileage rates.

H. Qualifications, professional experience and key skills.

- Suitable academic achievements (e.g. BE Civil or equivalent) and member of the relevant professional institute of engineers with registration an advantage.
- Senior Design Engineer with a strong background in roads and associated infrastructure project design.
- Minimum 10 years' professional experience in the consulting and engineering industry after graduate education, with emphasis on project developments in developing countries
- Solid foundation of technical knowledge on standard processes and procedures in relevant technical fields and proficient in the use of AutoCad.
- Fully competent technical specialist able to maintain high professional standards in the field of road design, budget preparations and monitoring, and project procurement.
- Excellent communication and report writing skills.

- Experienced level of leadership, i.e., capable of defining and setting the direction for a small team to undertake a wide variety of small sub-projects in the sugar cane belt.
- Experienced level of decision making, i.e., able to make quality business decisions as well as to identify, assess, evaluate and solve problems.
- Physically fit to travel or drive and meet other job demands.
- Work experience in the Pacific.
- Experience in working in the sugar sector in small island countries would be an advantage.
- Knowledge of the EU processes.
- Demonstrated ability to work in heavily politicised environment in third world countries.
- Demonstrated ability to motivate a small team to handle complex small sub-projects within a tight schedule.

I. Proposal Evaluation Matrix

| Competency Requirements | Score Weight (%) | Total Obtainable Score |
|---|------------------|------------------------|
| Knowledge and experience in the design and documentation of rural roads (e.g. cane access, feeder roads), bridges and associated infrastructure in developing countries. | 25% | 175 |
| Demonstrated experienced level of leadership capable of defining and setting the direction for a small team to undertake a wide variety of small sub-projects in developing countries | 20% | 140 |
| Solid foundation of technical knowledge on standard processes and procedures in relevant technical fields and proficient in the use of AutoCad. | 20% | 140 |
| At least 10 years of work experience in project development with at least 5 years in the Pacific context | 20% | 140 |
| Excellent report writing and English language skills | 15% | 105 |
| Total Score | 100% | 700 |
| Qualification Score | 70% | 490 |

J. 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.

Annex III

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| <p>Technical Proposal Submission Form <i>Request for Proposal (RFP) no: 17/032</i></p> <p><i>Roads Design Engineer</i></p> |
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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 | |
| Post graduate studies in the relevant field | |
| Membership of relevant professional body | |

PART C – Knowledge / Experience

| CRITERIA | RESPONSE BY BIDDER |
|--|--------------------|
| Knowledge and experience in the design and documentation of rural roads (e.g. cane access, feeder roads), bridges and associated infrastructure in developing countries. | |

| | |
|--|--|
| <p>Demonstrated experienced level of leadership capable of defining and setting the direction for a small team to undertake a wide variety of small sub-projects in developing countries</p> | |
| <p>Solid foundation of technical knowledge on standard processes and procedures in relevant technical fields and proficient in the use of AutoCad.</p> | |
| <p>At least 10 years of work experience in project development with at least 5 years in the Pacific context</p> | |
| <p>Excellent report writing and English language skills</p> | |

Annex IV
Financial Proposal Submission Form
Request for Proposal (RFP) no: 17/032
Roads Design Engineer

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.

3. Contractors agree to complete the services for the following price (VIP) per month:

| Particulars | Amount (FJD) |
|-------------|--------------|
| Fees | |
| | |
| | |

Print name and sign

Date

Title_____

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.