

REQUEST FOR PROPOSAL

RFP No. : 20/013

DATE : 14 February 2020

SUBJECT : REQUEST FOR PROPOSAL – Printing and Imaging as a Service
("PlaaS") across all Pacific Community sites.

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 II:** Scope of services, containing a description of SPC's requirements for which of these services are being sought
- Annex III:** Proposal Submission Form
- Annex IV:** Technical Proposal Submission form
- Annex V:** Financial Proposal Submission form
- Annex VI:** SPC General Conditions of Contract

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 and Assets

Annex I
Instruction to Bidders
Request for Proposal (RFP) no: RFP 20-013

1. Submission of proposals

1.1 Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical Proposal submission form
- c. Annex V: Financial Proposal submission form

1.2 Proposals must be received by the Pacific Community (SPC) offices at the addresses mentioned below (1.6) on or **before 4.00 pm (Noumea time) on 20 March 2020**. 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.

1.3 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 evaluation purposes.

1.4 All prices in the proposal must be presented in Euro.

1.5 The proposal has to be in two separate emails as follows:

- a. Send, by email, the technical proposal (Proposal submission form and technical proposal submission form) and related document(s), clearly indicating the RFP number in the email subject;
- b. Send, in a separate email, the financial proposal and related document(s). The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.6 Proposals must be emailed to procurement@spc.int with the heading “**RFP 20-013 – PiasS**”.

1.7 Any proposal received by the SPC after the deadline for submission of proposals will be rejected.

2. Request for Proposals Timelines and Due Dates

The timeline and due dates for the tender is provided in Table 1 below:

<u>Table 1 : Tender timelines and due dates</u>		
	Date	Time
Deadline for seeking clarification from SPC	13/03/2020	4.00 pm Noumea time
Deadline for the submission of proposals	20/03/2020	4.00 pm Noumea time

3. Bidder's responsibilities

- 3.1 The bidder is expected to examine all instructions, forms, terms and specifications on this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.
- 3.2 The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3 Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.
- 3.4 By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.
- 3.5 Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, grouping of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.
- 3.6 The bidder might be requested to provide additional information relating to their submitted proposal, if requested by the Evaluation Committee.
- 3.7 The submitted proposal must be for the entirety of the scope of services and not divided into portions, which a potential bidder can provide services for.
- 3.7.1 Bidders may submit questions and / or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int . The deadline for submission of clarifications is **13 March 2020, 4.00 pm Noumea time**.
- 3.7.2 Any prospective bidders seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.
- 3.7.3 No clarification meeting or site visit planned.

4. One proposal per bidder

Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawal of proposals

- 5.1 The bidder may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of proposals. The bidder's withdrawal notice shall be sent to the email address procurement@spc.int .
- 5.2 No proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of proposals:

6.1 Bidders shall be bound by their bids for a period of 120 days from the deadline for submission of proposals.

6.2 The bidder will be bound by his proposal for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

7.1 Any additional information, clarification, correction of errors or modifications of bidding documents will be distributed to all the bidders prior to the deadline for receipt of proposals to enable bidders to take appropriate actions.

7.2 Bidders will also be informed of the right to modify and make corrections to proposals, provide that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official bid.

8. Opening and evaluation of proposals:

8.1 The proposals will be opened in the presence of the Tender Committee after the closing date of the Tender.

8.2 To assist in the examination, evaluation and comparison of proposals, SPC may, at its discretion, ask the bidder for clarification of its proposal. The request for clarification and the response shall be in writing, and no change in price or substance of the proposal shall be sought, offered or permitted.

8.3 The Evaluation Committee will carry out a preliminary examination of the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

8.4 A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which be evaluated are detailed in the Scope of Services.

8.5 The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria:

Evaluation Criteria	Score (%)	Weight	Points obtainable
<u>Part A – Corporate history, culture, structure, and business expertise</u> <ul style="list-style-type: none">• Internationally registered and recognised supplier of printers and printer support and maintenance services.• Having sound financial statements (audited) over the last 3 years.• Demonstrated experience, ability and confidence in delivering service and support to large clients across		20%	140

<p>multiple sites and locations (client referees' reports attached).</p> <ul style="list-style-type: none"> • Current structure, facilities and service culture demonstrate capacity to propose and deliver a solution that meets SPC's requirements. • Demonstrated corporate values and culture of environmental responsibility and sustainability. 		
<p><u>Part B – Capacity to deliver an optimal PaaS solution</u></p> <ul style="list-style-type: none"> • Ability to deliver hardware options that support reduced numbers of printer devices across SPC sites • Ability to deliver a fast and efficient print and scanning speeds, while maintaining optimum production quality, in colour, black and white and gray scale • Demonstrably robust software that allows solution management, maintenance and analytical reporting, while ensuring data ownership is retained by SPC. • Show the ability to run reports by device and individual users to help and promote full cost recovery billing. • Demonstrate the ability to run analytical reports on device/user trends. • Has a proven track record to ensure effective security and confidentiality of SPC data. • A well regarded reputation in delivering and the implementation of <i>follow-you-printing</i> in the Pacific 	50%	350
<p><u>Part C – Service policies and support strategies</u></p> <ul style="list-style-type: none"> • Demonstrated proof of a well-defined customer-centric support model in place. • Proof of any Quality assurance (QA) certifications achieved. • Active account management plans developed to ensure regular contract performance reviews. • Depth of experience in the transition, implementation and training plans for large scale PaaS projects. • Details of proposed Service level agreements (SLA)/ key performance indicators (KPIs).Can show willingness to form a strategic partnership, vision and action plans developed to actively promote and drive reduced reliance on printers and printing across SPC. 	30%	210
TOTAL SCORE	100%	700
QUALIFICATION SCORE	70%	490

8.6 Refer to Annex II for a complete list of requirements – technical and non-technical. Note: some requirements are “mandatory” and have been identified as such in the Annex II list. To be considered, bidders need to be able to meet all mandatory requirements, and a minimum of 90% of non-essential requirements. If a tender response indicates that any mandatory requirement cannot be met the entire response will be removed from consideration.

8.7 The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

8.8 Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

8.9 The financial component of the proposals will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provide to SPC. The lowest financial proposal will be awarded maximum 300 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:

$$\text{Financial proposal score} = (\text{lowest price}/\text{price under consideration}) \times 300$$

8.10 No payment will be made for items which have not been priced; such items are deemed to be covered by other items on the financial offer.

8.11 Bidders will be deemed to have satisfied themselves, before submitting their proposal, and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.

8.12 The price for the proposal is inclusive of all taxes and is fixed and not subject to revision.

9. Award of contract

9.1 The award of the contract will be made to the proposal which is considered to be most responsive to SPC's technical specifications as detailed in the Scope of Services, with due consideration to SPC Procurement Policy which includes the general principal of best value for money, economy and efficiency. SPC is not in any way obliged to select the firm / institution offering the lowest price.

9.2 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 bidders or any obligation to inform the affected bidders of the grounds for SPC's action.

9.3 SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award and to consider localised award between any bidder in any combination, as it may deem appropriate without prior written acceptance of the bidders.

9.4 Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.

9.5 The SPC general conditions of contract (Annex III) are not negotiable.

10. Bidder Protest

10.1 If a bidder involved in an SPC procurement process considers they were not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2 To lodge a protest, the bidder can email complaints@spc.int with his allegations. The protest will need to include:

- full contact details
- the details of the relevant procurement
- the reasons for the protest, including how the alleged behaviour negatively impacted on the bid
- copies of any documents supporting the grounds for protest
- the relief that is sought

10.3 The protest will be recorded and will be acknowledged promptly. The bidder may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate the protest.

10.4 The protest will be received in good faith and will not impact any involvement in future bids.

Annex II
Scope of services
Request for Proposal (RFP) no: RFP 20/013

1. Introduction

The Pacific Community (SPC) is keen to appropriately manage and optimise costs associated with printing services. Implementing a printing and imaging as a service (PlaaS) solution moves the operational accountability and responsibility for the device fleet to a vendor, with the overall objectives being as follows:

- Lower SPC's total cost of ownership
- Improve employee accountability and productivity
- Reduce environmental impact
- Reduce energy consumption
- Enhance efficiency, and support a mobile workforce
- Facilitate improved governance and compliance.

The four main results expected to be achieved are:

1. Overall reduction in the cost of ownership and ongoing management of a printer fleet, peripherals and printer outputs
2. Overall reduction in number of printed pages
3. Improving knowledge and information through training and education to ensure SPC users utilise the new arrangement for the benefit of SPC
4. Increased coordination through creating effective partnerships with suitable vendors.

Successful vendors will be required to proactively partner with SPC to provide education and training on the effective utilisation of print resources.

2. Scope of services

The overall objective of this proposal is the appointment of a vendor (s) which has the capacity to provide printing devices, maintenance, peripherals (including toner), and educational support to SPC across all SPC sites for the duration of the contract.

2.1 Due to the nature of the requirements and project deadlines, the appointed vendor is expected to adhere to strict delivery deadlines and quality benchmarks.

2.2 The selected vendor will be required to supply and support printers for SPC offices located in one or more the following countries/territories: Federated Stated of Micronesia; Fiji; New Caledonia.

SPC is located in the following main areas

- a. Suva, Fiji, Nabua, Luke Street, 115 staff spread over about 10 buildings
- b. Suva, Fiji, Nabua, Lotus Building Nabua, 91 staff spread over 2 floors
- c. Suva, Fiji, Narere, 60 staff in about 5 buildings
- d. Suva, Fiji, Mead Rd approximately 60 staff in approximately 8-10 buildings
- e. Noumea, New Caledonia around 210 staff in 11 buildings
- f. Pohnpei, FSM approximately 15 staff at a single location

2.3 Quoted costs to identified countries should include freight, insurance, duties and any costs related to door-to-door delivery. SPC is not responsible for any additional costs vendors incur. If additional countries are added in the future, SPC agrees to negotiate with the successful vendor to identify appropriate costs for that specific country without prejudicing or affecting any existing country costs

2.4 SPC acknowledges that bidders may require undertaking an on-site discovery assessment in order to prepare their tender response. SPC will provide sufficient on-site support to ensure bidders have access to sites as required. SPC will not be liable for any site visit costs, including, but not limited to, airfares or other transportation costs, accommodation, etc. All information in the discovery assessment request will be supplied to the best of SPC's knowledge to assist the bidder with the discovery assessment and development of requirements. However, SPC does not represent or warrant that the information is complete or accurate, and the bidder must not rely on the information without making its own enquiries.

2.5 The process for establishing the baseline of existing costs and volumes will be agreed between SPC and the contractor, and may be based upon different levels of assessments, ranging from the use of automated tools, physical floor walks and/or the use of "secondary research", in order to provide a view on current costs and opportunities for savings. Gathered information about existing devices should include: model and age, configuration and utilisation details, location and space requirements, and network connectivity information.

2.6 Supplied with this RFP are the following documents

1. Exact print volumes for all printers for the full calendar month of September 2019.
2. Noumea Building Plan with Printer counts
3. Printer life counts for all active printers
4. Suva sites summary with exact printers numbers and staff numbers with plans and printer locations

2.7 SPC currently has a large quantity of printers (>100), which it expects the vendor to buy back. SPC has provided a list of current printers, including brand, type, and serial in the print volumes spreadsheet. A separate document lists the total number of pages printed for each printer (life count). Other reports can be generated on request from FM Print Audit and these will be shared with all prospective bidders.

2.8 SPC is seeking a solution capable of interfacing with our accounting system, Microsoft Navision, by supplying information in a suitable format for import into Navision. The objective is to charge the cost centres with the costs of printing.

2.9 Under the diplomatic immunities and privileges SPC enjoys as an intergovernmental organisation under the Geneva Convention, SPC is exempted from *"all dues and taxes, personal or real, national or municipal, except indirect taxes of a kind which are normally incorporated in the price of goods and services"*.

2.10 Bidders will need to provide financial and logistical options for managing SPC's existing printer fleet, including buy-backs or write-offs, and how obsolete equipment will be removed from SPC sites. Equipment used for the PlaaS will be owned by the selected vendor. Any maintenance, consumable, repair costs, etc. will be incurred by the vendor. SPC will be liable for the printing and any ongoing monthly fees for these services. SPC may consider options for lease, lease-buy and service contracts.

3. Solution requirements

The solution requirements highlight the conditions and capabilities that SPC will validate as part of the solution offering. Solution requirements are classified as Technical and Non-technical requirements, and are categorised as mandatory and optional.

Technical requirements

Req No.	Category	Description
TR.01	Mandatory	The multifunction device shall have the ability to transform scanned documents into usable electronic files (such as searchable PDFs, word and excel documents) using optical character recognition.
TR.02	Mandatory	End users shall have the ability to print either directly to a multifunction device or via follow-me-print to <i>any</i> printer at <i>any</i> SPC office.
TR.03	Mandatory	End users shall have the ability to print from any application either directly to a multifunction device or via follow-me-print.
TR.04	Mandatory	End users shall have the ability to send print jobs from host-based printing either directly to a multifunction device or via follow-me-print.
TR.05	Mandatory	End users shall have the ability to: <ul style="list-style-type: none"> - print documents, - print web pages, and - print from applications, using a range of devices such as desktops, laptops and tablets.
TR.06	Mandatory	The multifunction device shall have the ability to print on the following paper and envelope sizes: A4, C3, C4, C5, C6, DLX and DL. (number of A3-capable printers to be determined in a scoping exercise)
TR.07	Optional	The multifunction device shall have paper handling tray capacity at a minimum of 1100 sheets.
TR.08	Mandatory	The multifunction device shall have the ability to copy and print documents at a speed of at least 50 pages per minute in black and white. This shall be applicable for duplex and single-sided printing.
TR.09	Optional	The multifunction device print driver settings shall have the ability to apply a watermark to documents (e.g. confidential, urgent, draft, original, copy).
TR.10	Optional	End users shall have the ability to view and cancel their own print jobs from their workstation device and at the multifunction device.

TR.11	Mandatory	The multifunction device shall have the ability to scan documents at a suitable speed in colour, black and white and gray scale. This shall be applicable for duplex and single-sided scanning. A suitable speed, taking into account optimal output quality, may be determined through a scoping exercise.
TR.12	Mandatory	End users shall have the ability to scan A4 and A3 document paper size using the multifunction device. (number of A3-capable scanning devices to be determined through a scoping exercise)
TR.13	Mandatory	End users shall have the ability to scan documents into PDF format, tagged image file format (TIFF) and joint photographic experts group (JPEG) format using the multifunction device.
TR.14	Mandatory	End users shall have the choice of either being able to scan documents to any SPC domain email address or a network folder using the multifunction device.
TR.15	Mandatory	End users shall have the ability to search user name and email address from the SPC network address book using the multifunction device to send scanned documents to them.
TR.16	Mandatory	The multifunction device shall have the ability to copy documents on both A4 and A3 paper size.
TR.17	Mandatory	Primary end-user authentication at the multifunction device shall be through a vendor-supplied proximity card. Supplied cards should be compatible with SPC's door access systems.
TR.20	Mandatory	The end user shall not have the ability to send scanned documents through a multifunction device to an external domain email address.
TR.21	Mandatory	The multifunction device shall have a document feeder that allows the end user to print, copy or scan multiple sheets.
TR.22	Optional	The multifunction device shall have the ability to print labels that are available on an A4 sheet.
TR.24	Mandatory	The multifunction device shall have the ability to send automated alerts by email to the vendor and the ICT Service Desk when the device requires a new consumable.

Non-technical requirements

Req No.	Category	Description
NTR.01	Optional	The print and imaging as a service shall have the ability to support a variety of

		electronic document and records management systems.
NTR.02	Mandatory	The vendor shall ensure that a full set of spare consumables are supplied and maintained for each device.
NTR.03	Mandatory	The vendor shall provide end-user training, as part of the change management process in relation to the use of the print and image as a service, and to maximise the benefits of the solution.
NTR.04	Mandatory	The vendor shall provide ongoing preventive maintenance, and ensure corrective maintenance occurs within four (4) hours of a fault being detected.
NTR.05	Mandatory	The vendor shall provide monthly monitoring reports of the multifunction device to SPC by email.
NTR.06	Mandatory	The vendor shall be the primary point of contact for SPC at all times and provide helpdesk support for all aspects of the service regardless of whether they use external partners.
NTR.07	Mandatory	The vendor shall provide a single telephone number and a single email address that can be used by SPC end users for helpdesk support in each country they and SPC operate.
NTR.09	Mandatory	The multifunction device shall have the ability to print and copy in colour, black and white and gray scale at a minimum resolution of 600 x 600 dots per inch.
NTR.11	Mandatory	The multifunction device shall have the ability to scan with a resolution at a minimum of 600 x 600 dots per inch (dpi) in colour, black and white and gray scale.
NTR.12	Mandatory	The multifunction device shall be configured to have power management features at the time of supply to reduce total energy consumption.
NTR.13	Mandatory	The multifunction device shall have the default print setting set for duplex printing.
NTR.14	Mandatory	The multifunction device shall have the default print and copy setting set for black and white printing.
NTR.15	Mandatory	The PlaaS shall have the ability to work on the following operating systems in both 32 and 64 bit platforms: <ul style="list-style-type: none"> - Windows 7, 8.1 & 10 - Macintosh OS X v10.2 and later

NTR.16	Mandatory	The PlaaS shall provide user authentication restricting device access and enable follow-me-printing.
NTR.17	Mandatory	The end user's print job shall be available in the print queue for a period of nine (9) hours when using follow-me-print. Archiving of print queue jobs should be provided as an option from user devices (desktop/ laptop etc.) (i.e. to re-print archived print jobs)
NTR.18	Mandatory	When a multifunction device containing any storage device is removed or replaced by the vendor, the vendor shall undertake data cleansing activities to protect the confidentiality of the customer's corporate information.
NTR.20	Mandatory	The vendor shall not have the ability to read documents that have been processed by the multifunction device.
NTR.21	Mandatory	The vendor shall inform SPC immediately by email of any known security incidents in relation to their print and imaging infrastructure.
NTR.22	Mandatory	The vendor shall supply the hardware MAC addresses to SPC for the multifunction device to be configured to the dynamic host configuration protocol.
NTR.24	Mandatory	The vendor shall not disclose any personal information of end users who use the multifunction device to external entities.
NTR.29	Mandatory	The vendor shall provide the following options to SPC for hosting components of the print and imaging as a service: - on-premises - private cloud
NTR.31	Mandatory	The end-user documentation for the multifunction device provided by the vendor shall be easy to understand and utilise for all end users.
NTR.32	Mandatory	The interface elements on the multifunction device shall be easy to understand and utilise for all end users.
NTR.34	Mandatory	In the event that an SPC division moves to another location, the vendor shall ensure that the multifunction devices are moved accordingly.
NTR.35	Mandatory	The vendor shall provide consolidated billing each month to SPC by email.

NTR.36	Mandatory	The vendor shall allocate costs accurately to each cost centre based on the usage of each user, in a format suitable for import into the SPC financial system.
NTR.38	Optional	The PlaaS shall have the ability to support end users to enter and associate metadata when scanning at the device.
NTR.39	Mandatory	The PlaaS shall have the ability to be scalable to handle increased amount of work based on the needs of SPC.
NTR.40	Optional	The vendor shall have the ability to integrate PlaaS with other print management infrastructure – for example automatically re-routing large print jobs to SPC’s centralised Printery in Noumea, New Caledonia.
NTR.41	Mandatory	The Contractor will be required to facilitate continuous improvement by gathering customer feedback where appropriate, as well as during monthly review meetings, and will be required to demonstrate how such feedback has facilitated a change/improvement in the delivery of the service.
NTR.42	Mandatory	The successful vendor needs to provide a project management plan, outlining the deployment approach, communication plan, training plan, and project timeframe.
NTR.43	Mandatory	The Contractor must identify how existing SPC printers are to be managed, either through retention or removal. If printers are not to be retained, the contractor should specify the value to SPC of each printer being removed and how that value is to be realised.

4. Scope of bid price and schedule of payments

- 4.1. The initial appointment under the preferred supplier arrangements will be for one (1) year, with a possible extension for another three (3) years upon satisfactory performance by the service provider. The rates agreed to and finalised on the contract for each item quoted on the proposal shall be valid for the duration of the contract. Any changes to the rates provided on the proposal during the term of contract as a result of unexpected market changes will need to be agreed to by both parties in writing.
- 4.2. The Contractor will be consulted on additions to the total PIAAS devices that may be required from time to time. The contractor will be responsible for delivering the required products and services on the agreed dates, within the limit of the contract value.

4.3. Payments for products and services procured under the contract shall only be made upon confirmation of receipt of goods and services. Upon receipt of invoice(s) relating to the procurement, SPC will process payments in accordance with SPC's 30 days vendor payment credit terms.

PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: RFP 20/013

To: The RFP Committee
 The Pacific Community
 Po Box D5 - 98848
 Noumea – New Caledonia

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Company Name
 20___.

Dated this _____ day of _____

.....

Position of Representative

.....

Name of Representative

.....

Signature of Representative

.....

TECHNICAL PROPOSAL SUBMISSION FORM
"Request for Proposal (RFP)" – SPC/RFP 20/013

Part A – Organisation background

Registered name of the Organisation:	
Year established:	
Full Physical Address:	
Postal Address:	
Telephone contact:	
Fax number:	
Email address:	
Contact person:	
Number of employees:	
Proprietor's/shareholder's details:	
Experience in providing Printing and Imaging as a Service to an International Organisation in the Pacific. Please provide details, expanding as necessary :	
A copy of the two latest audited financial statements attached to your proposal. If these are not available, please provide the most recent interim financial statement or management account of the entity along with an explanation as to why the audited financial statements are not available. Please indicate if the statements are attached or provide an explanation in the box:	

Reference 1

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

Reference 2

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

Part B – Technical requirements

Req No.	Category	Description	Requirement included in service offering (yes, no, or comment)
TR.01	Mandatory	The multifunction device shall have the ability to transform scanned documents into usable electronic files (such as searchable PDFs, word and excel documents) using optical character recognition.	
TR.02	Mandatory	End users shall have the ability to print either directly to a multifunction device or via follow-me-print to <i>any</i> printer at <i>any</i> SPC office.	
TR.03	Mandatory	End users shall have the ability to print from any application either directly to a multifunction device or via follow-me-print.	
TR.04	Mandatory	End users shall have the ability to send print jobs from host-based printing either directly to a multifunction device or via follow-me-print.	
TR.05	Mandatory	End users shall have the ability to:	

		<ul style="list-style-type: none"> - print documents, - print web pages, and - print from applications, using a range of devices such as desktops, laptops and tablets. 	
TR.06	Mandatory	The multifunction device shall have the ability to print on the following paper and envelope sizes: A4, C3, C4, C5, C6, DLX and DL. (number of A3-capable printers to be determined in a scoping exercise)	
TR.07	Optional	The multifunction device shall have paper handling tray capacity at a minimum of 1100 sheets.	
TR.08	Mandatory	The multifunction device shall have the ability to copy and print documents at a speed of at least 50 pages per minute in black and white. This shall be applicable for duplex and single-sided printing.	
TR.09	Optional	The multifunction device print driver settings shall have the ability to apply a watermark to documents (e.g. confidential, urgent, draft, original, copy).	
TR.10	Optional	End users shall have the ability to view and cancel their own print jobs from their workstation device and at the multifunction device.	
TR.11	Mandatory	The multifunction device shall have the ability to scan documents at a suitable speed in colour, black and white and gray scale. This shall be applicable for duplex	

		and single-sided scanning. A suitable speed, taking into account optimal output quality, may be determined through a scoping exercise.	
TR.12	Mandatory	End users shall have the ability to scan A4 and A3 document paper size using the multifunction device. (number of A3-capable scanning devices to be determined through a scoping exercise)	
TR.13	Mandatory	End users shall have the ability to scan documents into PDF format, tagged image file format (TIFF) and joint photographic experts group (JPEG) format using the multifunction device.	
TR.14	Mandatory	End users shall have the choice of either being able to scan documents to any SPC domain email address or a network folder using the multifunction device.	
TR.15	Mandatory	End users shall have the ability to search user name and email address from the SPC network address book using the multifunction device to send scanned documents to them.	
TR.16	Mandatory	The multifunction device shall have the ability to copy documents on both A4 and A3 paper size.	
TR.17	Mandatory	Primary end-user authentication at the multifunction device shall be through a vendor-supplied proximity card. Supplied cards should be compatible with SPC's door access systems.	

TR.20	Mandatory	The end user shall not have the ability to send scanned documents through a multifunction device to an external domain email address.	
TR.21	Mandatory	The multifunction device shall have a document feeder that allows the end user to print, copy or scan multiple sheets.	
TR.22	Optional	The multifunction device shall have the ability to print labels that are available on an A4 sheet.	
TR.24	Mandatory	The multifunction device shall have the ability to send automated alerts by email to the vendor and the ICT Service Desk when the device requires a new consumable.	

Part C – Non technical requirements

Req No.	Category	Description	Requirement included in service offering (yes, no or comment)
NTR.01	Optional	The print and imaging as a service shall have the ability to support a variety of electronic document and records management systems.	
NTR.02	Mandatory	The vendor shall ensure that a full set of spare consumables are supplied and maintained for each device.	
NTR.03	Mandatory	The vendor shall provide end-user training, as part of the change management process in relation to the use	

		of the print and image as a service, and to maximise the benefits of the solution.	
NTR.04	Mandatory	The vendor shall provide ongoing preventive maintenance, and ensure corrective maintenance occurs within four (4) hours of a fault being detected.	
NTR.05	Mandatory	The vendor shall provide monthly monitoring reports of the multifunction device to SPC by email.	
NTR.06	Mandatory	The vendor shall be the primary point of contact for SPC at all times and provide helpdesk support for all aspects of the service regardless of whether they use external partners.	
NTR.07	Mandatory	The vendor shall provide a single telephone number and a single email address that can be used by SPC end users for helpdesk support in each country they and SPC operate.	
NTR.09	Mandatory	The multifunction device shall have the ability to print and copy in colour, black and white and gray scale at a minimum resolution of 600 x 600 dots per inch.	
NTR.11	Mandatory	The multifunction device shall have the ability to scan with a resolution at a minimum of 600 x 600 dots per inch	

		(dpi) in colour, black and white and gray scale.	
NTR.12	Mandatory	The multifunction device shall be configured to have power management features at the time of supply to reduce total energy consumption.	
NTR.13	Mandatory	The multifunction device shall have the default print setting set for duplex printing.	
NTR.14	Mandatory	The multifunction device shall have the default print and copy setting set for black and white printing.	
NTR.15	Mandatory	The PaaS shall have the ability to work on the following operating systems in both 32 and 64 bit platforms: - Windows 7, 8.1 & 10 - Macintosh OS X v10.2 and later	
NTR.16	Mandatory	The PaaS shall provide user authentication restricting device access and enable follow-me-printing.	
NTR.17	Mandatory	The end user's print job shall be available in the print queue for a period of nine (9) hours when using follow-me-print. Archiving of print queue jobs should be provided as an option from user devices (desktop/ laptop etc.) (i.e. to re-print archived print jobs)	

NTR.18	Mandatory	When a multifunction device containing any storage device is removed or replaced by the vendor, the vendor shall undertake data cleansing activities to protect the confidentiality of the customer's corporate information.	
NTR.20	Mandatory	The vendor shall not have the ability to read documents that have been processed by the multifunction device.	
NTR.21	Mandatory	The vendor shall inform SPC immediately by email of any known security incidents in relation to their print and imaging infrastructure.	
NTR.22	Mandatory	The vendor shall supply the hardware MAC addresses to SPC for the multifunction device to be configured to the dynamic host configuration protocol.	
NTR.24	Mandatory	The vendor shall not disclose any personal information of end users who use the multifunction device to external entities.	
NTR.29	Mandatory	The vendor shall provide the following options to SPC for hosting components of the print and imaging as a service: - on-premises - private cloud	
NTR.31	Mandatory	The end-user documentation for the multifunction	

		device provided by the vendor shall be easy to understand and utilise for all end users.	
NTR.32	Mandatory	The interface elements on the multifunction device shall be easy to understand and utilise for all end users.	
NTR.34	Mandatory	In the event that an SPC division moves to another location, the vendor shall ensure that the multifunction devices are moved accordingly.	
NTR.35	Mandatory	The vendor shall provide consolidated billing each month to SPC by email.	
NTR.36	Mandatory	The vendor shall allocate costs accurately to each cost centre based on the usage of each user, in a format suitable for import into the SPC financial system.	
NTR.38	Optional	The PaaS shall have the ability to support end users to enter and associate metadata when scanning at the device.	
NTR.39	Mandatory	The PaaS shall have the ability to be scalable to handle increased amount of work based on the needs of SPC.	
NTR.40	Optional	The vendor shall have the ability to integrate PaaS with other print management infrastructure – for example	

		<p>automatically re-routing large print jobs to SPC's centralised Printery in Noumea, New Caledonia.</p>	
NTR.41	Mandatory	<p>The Contractor will be required to facilitate continuous improvement by gathering customer feedback where appropriate, as well as during monthly review meetings, and will be required to demonstrate how such feedback has facilitated a change/improvement in the delivery of the service.</p>	
NTR.42	Mandatory	<p>The successful vendor needs to provide a project management plan, outlining the deployment approach, communication plan, training plan, and project timeframe.</p>	
NTR.43	Mandatory	<p>The Contractor must identify how existing SPC printers are to be managed, either through retention or removal. If printers are not to be retained, the contractor should specify the value to SPC of each printer being removed and how that value is to be realised.</p>	

FINANCIAL PROPOSAL SUBMISSION FORM*Request for Proposal (RFP) no: RFP 20/013*

The following section to be completed by bidders, outlining the pricing structure of proposed solution. Table format is a guide only to highlight key costings that may be included.

1. Proposed costs and pricing structure

ITEM:	COST in EUROS
Unit costs if proposing lease or lease-buy	
Full Implementation costs (including software, consultancy fees, travel, printer buy backs etc)	
Colour click rate	
B/W click rate	
Any other costs, provide details	

Important:

Bidders to include duration of service contract, general purchase and contractual terms and conditions, minimum monthly volume requirements, end-of contract and settlement protocols, probationary and/or transitional contract period, lease and ownership options, liability and insurance coverage in case of mishap and all other pertinent information necessary to ensure accurate and informed assessment and evaluation.

Should it be required, dedicated discussion, negotiation and consultation on final contractual service level agreements, responsibilities, financial terms and conditions, performance expectations and KPIs will be held between SPC and the successful bidder, entered into at the discretion of both parties.

SPC GENERAL CONDITIONS OF CONTRACT
Request for Proposal (RFP) no: RFP 20/013

1. LEGAL STATUS

The Contractor has the legal status of an independent contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will 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 person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. ACCEPTANCE OF PURCHASE ORDER

An approved Purchase Order (stamped) issued by SPC for the supply of goods will be deemed as accepted by the Contractor upon acknowledgement by email or in writing or by timely delivery of the goods in accordance with the terms of the purchase order. Acceptance of this purchase order shall effect a contract between the Parties under which the rights and obligations of the Parties shall governed solely by the terms and conditions of this purchase order, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind SPC unless agreed to in writing by duly authorized official of SPC.

5. DELIVERY TERMS

- 5.1 The time agreed for delivery on the purchase order or the contract shall be final. In the event of failure to deliver on time, the Contractor shall be in default without notice. The Contractor shall report possible non-compliance with a delivery time to SPC immediately in writing, without prejudice to his obligation to deliver on time.
- 5.2 In the event of failure to deliver on time, SPC shall be entitled to cancel the agreement in whole or in part by a written statement to that effect.
- 5.3 SPC shall have the right to postpone delivery after a maximum of 30 calendar days without hereby being in creditor's fault.

5.4 The Contractor shall be required to pack the delivered goods properly for transport.

5.5 In the event of rejection of delivered goods, the Contractor shall ensure repair or replacement within seven (7) calendar days. If the Contractor is not able to undertake repair or replacement within the agreed time, SPC shall be entitled to have the delivered goods repaired or replaced for the Contractor's accountant risk.

5.6 SPC shall be entitled to return rejected goods for the Contractor's account and risk. The Contractor shall be required to accept the returned goods.

5.7 The Goods shall become the property of SPC at the time the goods are delivered, inspected and accepted by SPC. The Contractor shall take full responsibility, risk and liability for the Goods up to and until passing of the property in them to SPC.

5.8 All goods delivered to SPC will be subject to final inspection and acceptance by SPC notwithstanding any prior payment. SPC may reject and return goods which are defective or otherwise do not conform with its purchase order, contract or samples. Acceptance of any goods by SPC shall not discharge the Contractor from any liability for damages or other legal remedies for any breach of any conditions or warranties contained in the purchase order or contract or implied by the Law. If after acceptance of the goods by SPC any discrepancies or defects become known to SPC, SPC may return the goods.

6. QUALITY ASSURANCE

6.1 The Contractor shall guarantee that the quantity, quality and the outward appearance of the delivered goods comply with the requirements of these specifications detailed in the contract or purchase order.

6.2 The Contractor shall guarantee that accessories, spare parts, and user's instructions belonging to the delivered goods are also provided.

6.3 The Contractor shall guarantee that the delivered goods are the same in all aspects as the samples and / or models provided.

6.4 The Contractor shall guarantee that the delivered goods are or are made from new or unused materials, free from defect, free from defect in title, conform to the contract or purchase order.

6.5 The Contractor shall guarantee that the delivered goods are suitable for the purpose made know to the Contractor, or which can be deduced from the contract, or which can be

expected considering the nature of SPC's operations.

- 6.6 The Contractor shall guarantee that the delivered remains suitable for the purpose for at least twelve (12) months of normal use after delivery.

7. PAYMENT TERMS

- 7.1 Upon satisfactory compliance with the delivery terms and conditions of the contract or purchase order, SPC shall, unless otherwise provided on the contract or purchase order, make payment within 30 days of receipt of the Contractor's invoice.
- 7.2 The Contractor shall submit only one (1) invoice in respect to a particular purchase, unless authorized by SPC, and such invoice must clearly make reference to the SPC purchase order number.
- 7.3 There shall be no changes to the prices, quantities and specifications of the goods shown on the purchase order except by express written agreement of SPC.

8. ASSIGNMENT

The Contractor may 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.

9. 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.

10. 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.

11. 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.

12. INSURANCE AND LIABILITIES TO THIRD PARTIES

12.1 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this Contract, including appropriate worker's compensation for personal injury or death.

12.2 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

12.3 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

13. 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.

14. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. On return, the equipment 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.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC is 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. . In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

16. 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.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

17.1 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.

17.2 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.

18. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

18.1 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.

18.2 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.

18.3 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 provided for in Article 19, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

19. TERMINATION

19.1 Either party may terminate this contract for cause, in whole or in part, with thirty days' written notice 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.

19.2 SPC reserves the right to terminate without cause this Contract, at any time with fifteen days 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.

19.3 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.

19.4 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.

20. SETTLEMENT OF DISPUTES

20.1 The Parties will 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.

20.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. 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.

21. 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.

22. TAX EXEMPTION

22.1 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.

22.2 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.

23. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

23.1 CHILD LABOUR

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.

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.

23.2. HUMAN RIGHTS

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.

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).

To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

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.

23.3. GENDER EQUALITY AND SOCIAL INCLUSION

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

23.4. ENVIRONMENTAL RESPONSIBILITY

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, to ensure these resources will be available for future generations.

24. OBSERVANCE OF THE LAW

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

25. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.