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Date: 08/07/2020

REQUEST FOR QUOTATION (RFQ 20/036)

SUBJECT: DESK STUDY TO DESIGN THE PITCAIRN ISLAND SOLAR PV HYBRID SYSTEM

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to design all component of a **Solar PV hybrid system** under the *Solar Hybrid Systems in Adamstown, Pitcairn Islands* project as funded by the European Union (EU), component of the *Pacific Territories Regional Project for Sustainable Ecosystem Management (PROTEGE)* program.

1. Bidders are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (*Annex I*).
2. Queries or questions may be emailed to peggyr@spc.int
3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.
4. SPC reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action
5. All prices quoted shall be in Euros € and be inclusive of all costs related to the Procurement services to SPC and any applicable taxes.
6. This RFQ has been advertised internationally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
7. Please email your quotation using the Submission form in Annex II to peggyr@spc.int and adrienlm@spc.int by **4 pm Fiji time on 21 July 2020**.

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

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ANNEX I**TERM OF REFERENCE****A. Project Title:**

Contract to supply a Desk study for the Design of the Solar PV Hybrid System of Pitcairn Islands.

B. Background:

The Solar Hybrid Systems project in Adamstown, PITCAIRN ISLANDS, is working to supply and install a solar PV hybrid energy system for the benefit of Adamstown community and the government of Pitcairn to achieve their renewable energy objective. The system will enable the community to access a reliable, affordable and clean supply of energy and reduce the Pitcairn Islands dependency on the generator and the use of fossil fuel.

The aim would be to replace 95% of the current diesel use in Pitcairn Island (75,000 litres per year) by a combination of energy conservation and solar electricity.

The European Union (EU) funds this project under the Pacific Territories Regional Project for Sustainable Ecosystem Management (PROTEGE) program (EDF11).

The PROTEGE program is implemented by the Pacific Community (SPC). SPC works closely with the Government of Pitcairn Islands to implement the project.

The European Union (EU) has funded in 2017 through OCTA Innovation a **Renewable Energy Feasibility Study for Pitcairn Island**. This study report has been used here to provide the general information mentioned below and the full report is available to the bidder upon request.

➤ **Pitcairn's Islands and Adamstown overview**

○ Location

Pitcairn Islands is one of the most isolated and most remote inhabited (groups of) islands in the world. The four islands comprising the group (Pitcairn, Henderson, Oeno and Ducie) are situated approx. 500 km from the easternmost airport of French Polynesia on Mangareva in the Gambier group.

Only Pitcairn itself is inhabited, with a total population of **about 60** people.

As a British Overseas Territory (OCT), Pitcairn is associated with the European Union through a regime based on the provisions of Part IV of the Treaty on the Function of the European Union.

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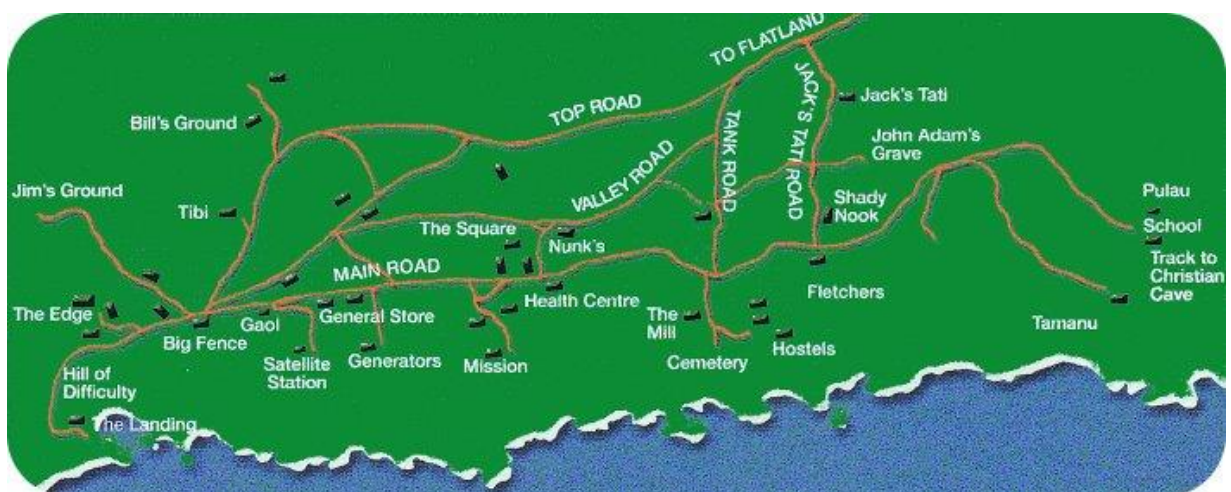


Figure 1 - Adamstown Map

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- Electricity Supply

All residences and government buildings on Pitcairn are connected to a low voltage grid, which is powered by four diesel generators. Supply is provided from 6 a.m. until 10 p.m. Only the health center, the homes of **four** patients using a breathing aid and the satellite station receive 24 hours supply.

When the public grid is switched off, the small 12 kW Lister generator is switched on to feed the three dedicated lines to these consumers. The following table displays the main characteristics of the four generator sets operating in the powerhouse. While the larger John Deere generator has reached more than 50% of its expected lifetime, the two Cummins generators show less than 5,000 operating hours and should last another 8-10 years if properly maintained and serviced. (year of installation 2015).

Generator	Nameplate output kW	Hours of operation	Remarks
Cummins 1	108	2,500	Three phase
Cummins 2	108	3,300	Three phase
John Deere	130	15,800	Configured as single phase
Lister	12	n.a.	Single phase

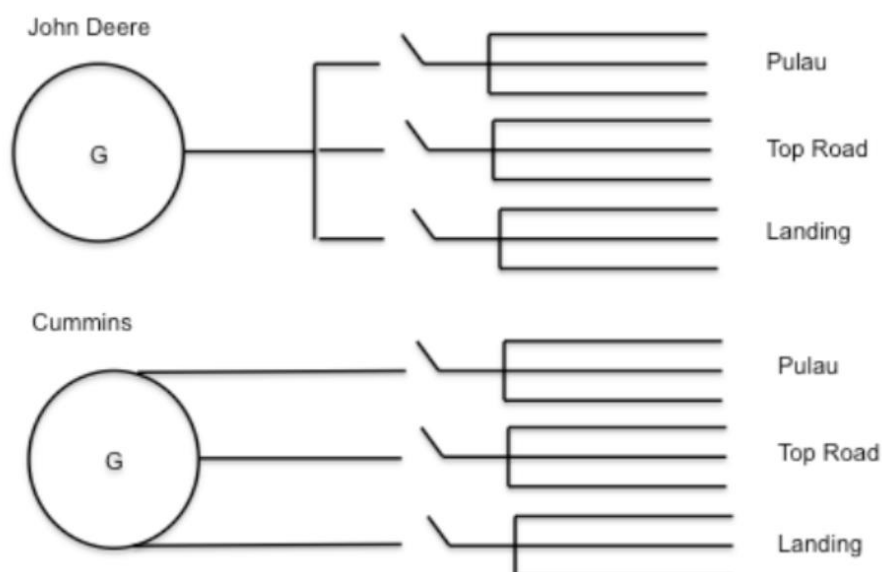
Figure 2 - Generator in Pitcairn Power house - data from 2017

The three main generators cannot be synchronized. They are rotated on a daily basis and are serviced every 500 hours by the operators. Power is supplied as single phase, which is surprising as the grid is wired to supply three-phase power. Operating staff could not explain the reasons for this anomaly, but it seems likely that this is a relic of the days when generators were all single phase and the network was wired as single phase.

At present, the three-phase output of the 2 Cummins generators is split immediately at the powerhouse into three separate phases, which supply the three main feeders i.e. Pulau, Landing and Top Road. The single phase John Deere generator also supplies all three feeders when in operation.

This configuration requires some special switching and wiring arrangement at the power station. I.e.

The output of the two Cummins sets must be routed through a different switchboard than the output of the John Deere set.



In addition to the generators located in the powerhouse, there are several other generators on the island: individual households in situations use smaller generators when 24 hours electricity supply is needed. There are also two larger generators that belong to GoP: A 275 kW and a 220 kW unit both dedicated to power stone crushing equipment mostly for the construction of the EU funded West Harbor. Both generators are Perkins/Caterpillar machines with low hours (approx. 100 hours).

○ Electricity Demands

Total electricity demand on Pitcairn is approx. 150,000 kWh per annum⁶ or about 3,000 kWh per resident. However, household consumption only accounts for 61 % of the total demand, the balance (39%) is used in various government offices, the Health Center, Community Hall, Church, School and GoP storage and workshop facilities. Over the last years, demand has been rather stable and there is no trend of demand growth in the billing data.

Demand is clearly dominated by household refrigeration, with families at the top of monthly consumption owning up to six or seven fridges and freezers. In addition to refrigeration, all households operate the usual household appliances such as washing machines, water kettles, electric stoves and ovens, fans, irons and entertainment. Most households also charge 12 V batteries for VHF radio and emergency lights. The following picture depicts monthly average household consumption of the 26 accounts of the local Pitcairn residents. While 6 families are heavy users with more than six hundred units, the average monthly household consumption is only 320 units per month.

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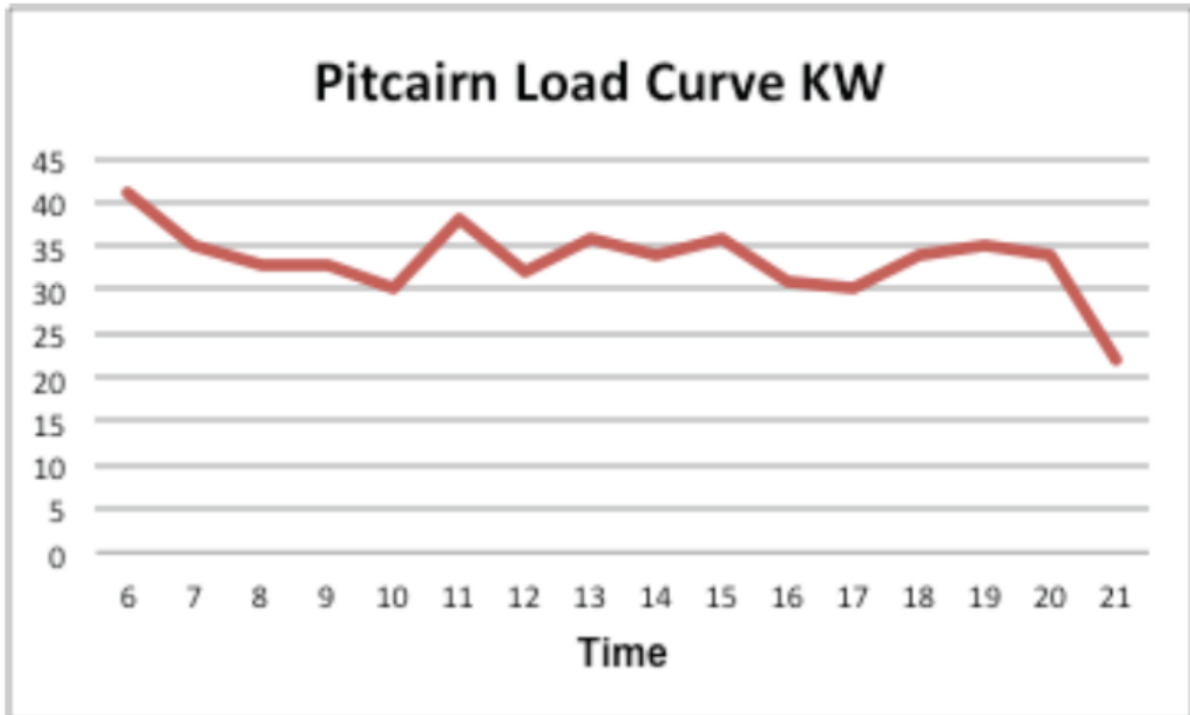


Figure 3 - Pitcairn Daily Load Profile



○ Freight

Despite significant improvement in infrastructure, landing of passengers and supplies still poses a major challenge in rough seas. At the core of the islands link to the world lies the “longboat” a sturdy aluminium vessel, whose launch and operation requires at least six able bodied persons with a good understanding of the procedure. A 25-ton mobile crane is available on the island, which facilitates offloading of heavier equipment. Heavy machinery such as bulldozers and diggers that cannot be loaded onto the regular supply ship (**Silver Supporter**) need to be shipped in by barge and then off-loaded by this crane.

It is also assumed that no construction equipment and machinery will be needed in addition to what is available on the island. Freight of the equipment is assumed to be shipped in the standard containers used on Pitcairn. These containers have a volume of 5.4 m³ and a maximum gross weight of 5,000 kg.



Figure 4 - Standard Shipping container for Pitcairn

The *renewable energy feasibility study* has carried out a site assessment and developed:

- i. An energy needs and gender assessment of Adamstown community,
- ii. A initial proposed solar PV design for Adamstown,
- iii. A review of the existing generators,

i. Energy Needs and Gender Assessment

The assessment determined the following:

- ✓ Adamstown has a current energy demand of approx. 150,000KWh per annum (around 400kWh per day) and a current supply from 6.00am to **10.00 pm**.



- ✓ The project should allow the expansion of service hours to a full 24h service to the grid and therefore daily consumption is expected to increase but at a very small rate from the actual consumption.
- ✓ **Pitcairn** Island has a total population of **about 60**.

ii. Solar PV Assessment

Based on an analysis of Pitcairn's resource base and on a review of renewable energy experiences in other Pacific Island Countries and Territories, it can be concluded that a solar/diesel hybrid system would be the most appropriate option. The solar PV system will aim to be approx. 150KW with a 3 days capacity (less sunny month) of battery storage.

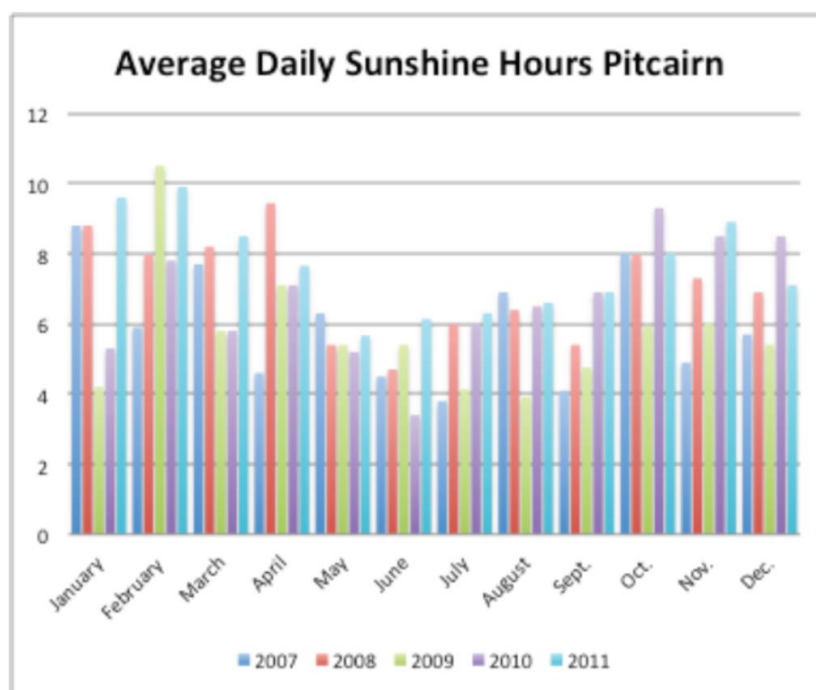


Figure 5 - Monthly sunshine hours Adamstown

iii. Adamstown Generator

The existing generators should be integrated into the proposed system.

The main purpose of a generator would be to charge the system's battery bank, when the system control unit detects low state of charge in the battery banks or low charging current coming from the PV arrays, and thus continuously provide backup power in the case of a system failure.

It is expected that due to the technical constraint, only the 2 Cummins generators will be used as a backup power to charge the battery banks.

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C. Scope of Work and deliverable:

The consultant will be responsible for the full desk study design of the Solar PV Hybrid system of Adamstown, Pitcairn Islands.

Base on the 2017 Renewable Energy Feasibility Study report for Pitcairn Islands and in close consultation with Pitcairn Government and communities' representant, the consultant will:

-1-	<ul style="list-style-type: none"> ✓ Provide a detailed analysis calculation on the solar hybrid capacity + batteries storage required, based on actual and forecasted Pitcairn electricity consumption, as well as on the extension to 24Hrs electricity supply requested for the project. ✓ The design of the battery storage should take the solar radiation capacity of Adamstown into consideration in order to provide 3 days back up during the less sunny month of the year. ✓ Provide with relevant calculation: <ul style="list-style-type: none"> • Monthly expected production data • Annual expected production data
-2-	<ul style="list-style-type: none"> ✓ Identify suitable location for the project implementation of the hybrid solar PV with batteries storage system for Pitcairn Islands. <p>Both roof and ground mounted option should be explored as well as multiple site design that might be relevant taking into consideration actual electricity grid constraint installed in the island.</p>
-3-	<ul style="list-style-type: none"> ✓ Provide with georeferenced site coordinate, pictures and dimension of the selected sites. ✓ Provide with mounting drawing of the installation for the selected sites. ✓ Provide with design and dimension for the battery storage housing when required.
-4-	<ul style="list-style-type: none"> ✓ Provide with a detailed list and specification of equipment and materials require for the selected project design.
-5-	<ul style="list-style-type: none"> ✓ Provide with technical specification the requirement needed for the interfacing system that will be used to monitor the solar PV hybrid system production.
-6-	<ul style="list-style-type: none"> ✓ Provide with a detailed technical specification how the hybrid PV system will be integrated with the actual power generators in place (based on the 2 Cummins engines)
-7-	<ul style="list-style-type: none"> ✓ Provide with a list of low consumption bulbs needed (number, capacity and bulb cap spec.) for replacement of existing household bulbs.
-8-	<ul style="list-style-type: none"> ✓ Provide with a relevant technical report that will be used as an annex for the project supply tender.

D. Institutional Arrangement:

The contractor will be directly responsible to the PROTEGE Project manager stationed at the SPC Climate Change Environmental Division, Noumea, New Caledonia. In this case, the reporting and any matter relating to the consultancy work should be referred to the PROTEGE Project manager.

E. Duration of the Work

The contract will be conducted over the period of 15 working days from the 23rd July to 7th August 2020.

F. Qualifications, professional experience and key skills

It is essential that the consultant has the following:

- a) Relevant Electricians or Electrical Engineer qualification
- b) Proven experience in design and install of grid-connected photovoltaic systems
- c) Experience of Solar PV installation design for Pacific islands.
- d) Ability to conduct training at the preferred time.

G. Proposal Evaluation Matrix

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

	Requirement	Score weight (%)	Points attainable
1.	Relevant Electricians or Electrical Engineer qualification	30	21
2.	Proven experience in design and install of grid-connected photovoltaic systems	30	21
3.	Experience of Solar PV installation design for Pacific islands.	20	14
4.	Ability to undertake the assignment at the preferred time	20	14
Total		100%	70
Qualification score		70%	49

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

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Financial Proposal score = (Lowest Price / Price under consideration) x 30

H. Scope and Bid Price and Indicative Schedule of Payments

- The contract cost will be paid based on achieving each set out milestone as shown in the table in this section.
- The remuneration rate should cover all associated expenses, as no additional payments will be made beyond the agreed contract.
- In full consideration of the complete and satisfactory completion of the activities specified in section C, the contractor shall be paid in accordance with the following milestones.

Milestones / Output	Deadline/Dates	% Payment
Full delivery of the Design study report	7 August 2020	100%
	TOTAL	100%

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ANNEX II

Submission Form

DESK STUDY TO DESIGN THE PITCAIRN ISLAND SOLAR PV HYBRID SYSTEM

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
Relevant Electricians or Electrical Engineer qualification	

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PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
Proven experience in design and install of grid-connected photovoltaic systems	
Experience of Solar PV installation design for Pacific islands.	
Indicated previous experience in/with Pitcairn Islands if applicable	
Ability to undertake the assignment at the preferred time	

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ANNEX III
Financial Proposal Submission Form

PART A – Declaration

1. The undersigned bidder representative proposes and agrees if this quotation is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this quotation, the bidder represents that all the RFQ documents for the provision of the desk study to Design the Pitcairn Islands Solar PV Hybrid system have been examined.
3. The bidder agrees to complete the delivery the desk study within the timeframe detailed on the RFQ.
4. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (EURO)
Fees (daily rate)	
All Costs related to travel	
Any other costs (provide description)	
Total financial offer (inclusive of all taxes)	

Print name and sign

Stamp

Title: _____ Date: _____

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ANNEX IV

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

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. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. 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.

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

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

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9.1 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.

9.2 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.

9.3 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 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.

12. 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.

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

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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

1.1 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.

1.2 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.

1.3 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.

1.4 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 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.

17.2 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.

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. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC Suva Regional Office

Private Mail Bag
Suva
Fiji
Telephone: +679 337 0733
Fax: +679 337 0021

SPC Headquarters

BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18



Pacific
Community
Communauté
du Pacifique

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:

20.1 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.

20.2 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.

20.3 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.

20.4 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, so as to ensure these resources will be available for future generations.

21. 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.

22. 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.