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Date: 19/02/2021

REQUEST FOR QUOTATION (RFQ 21-027)

SUBJECT: CONSULTANCY TO FACILITATE THE INTEGRATION OF GENDER MAINSTREAMING FOR THE REGIONAL INTERNATIONAL WATERS RIDGE TO REEF (IWR2R) PROJECT FUNDED BY GEF REGIONAL PACIFIC RIDGE TO REEF PROGRAM BEING IMPLEMENTED BY UNDP, UNE AND FAO.

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to facilitate the integration of gender mainstreaming within the R2R projects and guided by the R2R Gender Mainstreaming Strategy. The consultancy extends to the fourteen Pacific Islands countries funded by the GEF funded Regional Pacific Ridge to Reef Program implemented by UNDP, UNE and FAO based on the following:

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 samasonis@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 USD and be inclusive of all costs related to the support services to SPC and any applicable taxes.
6. This RFQ has been advertised regionally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
7. Please email your quotation using the Technical Submission Form in *Annex II* and the Financial Submission Form in *Annex III* to samasonis@spc.int by **4 pm Fiji time on Friday, 26th February 2021.**

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

ANNEX I

TERMS OF REFERENCE

A. Project Title: Gender and Social Inclusion Specialist to support integration of gender mainstreaming into the Ridge to Reef Project

B. Project Description

The GEF Pacific Ridge to Reef (R2R) International Waters Project is executed regionally by the Pacific Community (SPC), based in Suva Fiji. The IW R2R Project is part of the larger 5-year (2015-2020) GEF funded Regional Pacific Ridge to Reef Program being implemented by UNDP, UNE and FAO, and SPC across fourteen Pacific Islands countries: Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Nauru, Niue, Palau, Papua New Guinea, Republic of the Marshall Islands, Samoa, Solomon Islands, Tonga, Tuvalu and Vanuatu.

In bringing together countries that face similar threats to fresh and coastal water systems, the Project aims to test the mainstreaming of ridge to reef, climate resilient approaches to integrated land, water, forest, and coastal management in the PICs through strategic planning, capacity building and piloted local actions. The Project is implementing a variety of practical approaches to safeguarding water systems and coastal habitats in the fourteen participating countries. The aim is to engage and support national governments and local communities in building a knowledge base to better understand the cause-and-effect relationship of 'whole-of-island' environmental degradation, and to develop the skills and systems to better manage these impacts.

Additionally, regional project activities focus on strengthening scientific understanding of the current state of priority coastal areas and support the development and endorsement of national and regional strategic action frameworks for Integrated Coastal Management and/or Integrated Water Resource Management (ICM/IWRM). These strategic action frameworks aim to meet the regional need for the mainstreaming of ridge to reef approaches in national development planning. The Project will also support strengthened national coordination for ridge to reef integrated land, water, forest, and coastal management, including climate change adaptation.

Gender mainstreaming within the R2R Projects is guided by the R2R Gender Mainstreaming strategy so that the Project may have effective and appropriate mechanisms to support gender mainstreaming. Key outputs of this consultancy are specific to this document. This Strategy states that the R2R management approach is a process that promotes the coordinated development and management of water, land, forests, coasts and related resources in order to maximise economic and social welfare in an equitable manner without compromising the sustainability of vital ecosystems and the environment. Discussing and creating equity, not just in gender but across all societal groups, is a key aspect to successful R2R. Women play an important role in water, land and coastal management, and the work of the R2R is to recognise and integrate this into processes, planning and implementation.

A principal R2R activity is the development of two complementary analysis systems to identify priority areas for future R2R investments, and through stakeholder-led processes to identify

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critical interventions that will best suit the unique locations. This methodology, along with a “Community to Cabinet” approach, and integrated coordination across multiple government and non-government sectors forms the basis of the R2R approach of the Project.

In support of this participatory and socially inclusive approach, the Consultant will prepare a series of supporting guideline documents to direct R2R practitioners and project managers in how best to mainstream gender equality into natural resource management planning processes.

C. Scope of Work

The consultancy will cover the following:

1. Assess Natural Resource Management Plans (or similar) already developed under the project for attention to gender sensitivities and mainstreaming.
2. Develop recommendations for promoting gender equality principles and strengthening gender responsive planning within the R2R approach, in above documents
3. In consultation with the Pacific Community and based on recommendations above, develop guiding documents that will support R2R practitioners and project managers to integrate gender equality into key project processes and outputs such as Diagnostic Analysis and State of the Coast reports.
4. Facilitate an internal workshop with Pacific Community R2R to present and validate findings and recommendations and to familiarise staff with the proposed guiding processes.

D. Expected Outputs

The consultant is expected to produce:

1. A **synthesis report** of assessments of existing Natural Resource Management Plans (or similar) that summarises the results and recommendations for entry points for gender mainstreaming and strengthening of gender responsive planning within the R2R approach
2. A **guideline document** for practitioners and project managers that will explicitly identify the process of gender analysis of key environment issues and impacts, both during the diagnostic process and subsequent preparation of the Diagnostic Analysis Report, such that gender sensitive management responses can be crafted accordingly. This document should prepare such that it will integrate into the existing Diagnostic Analysis Process.
3. An **assessment framework** for interns to analyse national legal documents for their attention to best practice and regionally binding gender considerations.
4. A **guideline document** for practitioners and project managers that will explicitly identify the process of incorporating gender equality and mainstreaming principles into the development of State of the Coast Reports and any strategic action plans developed through the project or in tandem with partners.
5. **List of R2R products** that have gone through review process for gender sensitivities and mainstreaming, and responsive planning with the R2R approach
6. Internal **workshop report**

No.	Milestones/Outputs	Schedule (from signing)
1	Workplan/ report Inception/ Synthesis	Month 1

2	Guideline document for Diagnostic Analysis	Month 1
3	Assessment framework	Month 1-2
4	Guideline Document for SoC (and/or SAF) reports	Month 2
5	R2R knowledge products and reports reviewed for gender sensitivities and mainstreaming, responsive planning	Months 3-6
6	Internal workshop report	Month 5-6

E. Institutional Arrangements

The Contractor will be directly responsible and report to, the IW R2R Regional Project Coordinator. On a day to day and technical basis the Contractor will liaise with Samasoni Sauni. Progress reports are required at the end of each major milestone. The consultant is required to collaborate with the Regional Project Coordinating Unit (RPCU) at SPC, Suva.

F. Duration of the Work

The expected duration of work is 80 days within 6 months. The target date of commencement is mid-February 2021.

G. Duty Station

The main duty station of the consultant will be at the consultant's discretion. Work can be completed at consultants' convenience however regular consultation with the RPCU is required for input into the review of R2R Project work and to facilitate any further information needed by the consultant.

H. Qualifications of the Successful Contractor

Interested consultants must have:

- Formal qualifications in Gender and Social Inclusion, Development Studies, Monitoring and Evaluation or similar
- A minimum of eight years relevant working experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs
- Excellent analysis and report writing skills
- Excellent interpersonal skills and cultural sensitivity

I. Evaluation Criteria

Criteria	Weight
Degree in Gender, Social Inclusion, Development Studies, Monitoring and Evaluation or similar	20%
Experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs	25%

Minimum of eight years relevant working experience in PICTs	15%
Excellent analysis and report writing skills	20%
Excellent interpersonal skills and cultural sensitivity	20%

J. Scope of Bid Price and Schedule of Payments

Contract price is lump sum payments of not more than **USD40,000** inclusive of tax based on milestones delivered by the Contractor as set out in the payment schedule below.

Tranche	Milestones/Outputs	Deadline (Date)	% Payment
1	Signing of contract	End-February 2021	0 (COVID requirement)
2	Delivery of output 1	Mid of March 2021	10
3	Delivery of output 2-3	April 2021	30
4	Delivery of 4	June 2021	30
5	Delivery of output 5-6	August 2021	30

Criteria	Response by Bidder
Part A: Background	
Name	
Physical Address	
Postal Address	
Telephone contact	
Email	
Two contacts of referees/references. Attach details as necessary	
Part B: Qualification (please provide CV)	
Tertiary Qualifications	
Post Graduate studies in the relevant field	
Membership of relevant professional body (if relevant)	
Part C: Knowledge and Experience	
Degree in Gender, Social Inclusion, Development Studies, Monitoring and Evaluation or similar	
Experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs	
Minimum of eight years relevant working experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs	
Excellent analysis and report writing skills	

Excellent interpersonal skills and cultural sensitivity	
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ANNEX II

Technical Proposal Submission Form
CONSULTANCY TO FACILITATE THE INTEGRATION OF GENDER MAINSTREAMING FOR THE REGIONAL INTERNATIONAL WATERS RIDGE TO REEF (IWR2R) PROJECT FUNDED BY GEF REGIONAL PACIFIC RIDGE TO REEF PROGRAM BEING IMPLEMENTED BY UNDP, UNE AND FAO.

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees /references. Attach additional details as applicable.	

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
Tertiary Qualifications Post Graduate studies in the relevant field Membership of relevant professional body (if relevant)	

PART C – Knowledge / Experience /Proposed Approach

CRITERIA	RESPONSE BY BIDDER
Degree in Gender, Social Inclusion, Development Studies, Monitoring and Evaluation or similar	

CRITERIA	RESPONSE BY BIDDER
Experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs	
Minimum of eight years relevant working experience in gender mainstreaming, gender analysis, gender statistics and policy work in PICTs	
Excellent analysis and report writing skills	
Excellent interpersonal skills and cultural sensitivity	

ANNEX III

Financial Proposal Submission Form
CONSULTANCY TO FACILITATE THE INTEGRATION OF GENDER MAINSTREAMING FOR THE REGIONAL INTERNATIONAL WATERS RIDGE TO REEF (IWR2R) PROJECT FUNDED BY GEF REGIONAL PACIFIC RIDGE TO REEF PROGRAM BEING IMPLEMENTED BY UNDP, UNE AND FAO.

Part A: Declaration

1. The undersigned contractor proposes and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.

In submitting this proposal, contractor represents that; he/she has examined all the RFQ documents for the consultancy to identify national human capacity needs and develop a Guide to Participatory Capacity Development for Ridge to Reef in the Pacific Region.

2. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (USD)
Professional fees	
Management and operating costs.	
Total financial offer (inclusive of all taxes)	

Print name and sign

Date

Title _____

ANNEX IV

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

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

4. SPECIFIED PERSONNEL

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

5. ASSIGNMENT

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

6. SUB-CONTRACTING

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

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof.

The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials, which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with

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Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- 16.2 SPC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

17. SETTLEMENT OF DISPUTES

17.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

17.2 Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

18. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

19. TAX EXEMPTION

- 19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.
- 19.2 Accordingly, the Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the

Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

20. 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:

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 that 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 shall 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 in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.