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**Pacific
Community**
**Communauté
du Pacifique**

Date: 21/08/2020

REQUEST FOR QUOTATION (RFQ 20/041)

SUBJECT: CONSULTANCY TO SUPPORT DELIVERY OF THE SCIENCE WORKPLAN FOR THE REGIONAL INTERNATIONAL WATERS RIDGE TO REEF (IW R2R) PROJECT

The Pacific Community (SPC) through the Regional International Waters Ridge to Reef (IW R2R) Project would like to invite interested qualified bidders to submit quotations for the Provision of a consultancy to provide support delivery of the science workplan for the Regional IW R2R Project.

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, 4th September 2020**.

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

ANNEX I

TERMS OF REFERENCE

Project Title: Pacific Ridge to Reef Programme Science Specialist to support delivery of the science workplan for the Regional IW R2R project

A. Background

The Pacific Community (SPC) is the principal scientific and technical organisation in the Pacific region, proudly supporting development since 1947. We are an international development organisation owned and governed by our 26 country and territory members. We work for the well-being of Pacific people through the effective and innovative application of science and knowledge, guided by a deep understanding of Pacific island contexts and cultures. (<https://www.spc.int/>)

The Regional International Waters Ridge to Reef (IW R2R) Project is executed regionally by the Pacific Community (SPC), based in Suva Fiji. The Regional IW R2R Project is part of the larger 5-year 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 Regional IW R2R 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 safe-guarding water systems and coastal habitats in the fourteen participating countries with the aim of engaging and supporting national governments and local communities to build the knowledge base to better understand the cause and effect relationship of ‘whole-of-island’ environmental degradation and develop the skills and systems to better manage these impacts.

The major Regional IW R2R activities over the remaining period of the project are to deliver on key deliverables of the science-policy framework. These include baseline data and rapid assessments, diagnostic analyses, spatial planning procedures, state of the coast reports and strategic action plans. A thorough assessment of socio-political and environmental systems is the best way to design integrated water resource and/or coastal management plans, however, in the case of the Pacific where funds and capacity are a limiting factor, a cost-effective rapid assessment procedure can provide the foundation for selecting target sites around which to begin participatory planning processes.

The RPCU wishes to engage a suitable consultant (Contractor) to provide services required during the remaining period and closure of the project within the R2R programme portfolio. The Science Specialist will support delivering on the science-policy deliverables. The Science Specialist will specifically provide scientific and technical support in the following areas: -

- (i) Provide support for the collection, processing, management and reporting of baseline data and

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- information, and rapid assessments of coastal areas;
- (ii) Provide hands-on and advisory support in country demonstration projects including but not limited to environmental monitoring such as resource, habitat and water quality assessments;
- (iii) Provide technical support in the planning, coordination and reporting of site and island diagnostic analyses;
- (iv) Provide technical support in the planning, coordination and reporting of the State of the Coast, and Strategic Action Plans for at least 6 project countries.
- (v) Provide technical support for peer-reviewed publications.

B. Scope of Work

The main task of the Contractor is to provide scientific and technical support to tasks required to deliver on the science-policy framework deliverables. This includes additional scientific and technical tasks supporting the implementation of regional and national demonstration projects.

The activities of the Contractor would consist of but not limited to the following: -

- Provide scientific and technical inputs into implementing the R2R science-policy framework, including formulation and/or packaging of country reports such as Rapid Coastal Assessment (RapCA), Diagnostic, State of the Coast (SoC), Strategic Action Plan (SAP) and Regional Strategic Action Framework (SAF). This would include visiting or assisting with the implementation of project activities for the priority countries of Vanuatu, Solomon Islands, Samoa, Tonga, Cook Islands, FSM, Fiji and others that will be agreed upon with RPCU.
 - Examples of such activities include environmental monitoring such as resource, habitat and water quality assessments; as well, data processing and inputs into the regional database development and use.
- Support development of scientific, technical, and environmental management approaches and associated products for regional project and national pilot projects.
- Support with preparation, completion, and review of RapCA reports, diagnostic reports, SoC reports, and SAP for the above countries, and Regional SAF.
- Support with data collection, cleaning/collation and calibration of the models, and the preparation of reports, documented methods, maps, and packaged models.
- Support with capacity building and mainstreaming R2R through various stages of the science-policy framework staged deliverables.
- Where required, support national and regional projects in their reporting obligations.
- Strengthen the coherence of the R2R Pilot Projects and their contributions to R2R Programme Outcomes.
- Support with the preparation of R2R policy and information papers on monitoring of social, and economic, issues at local and national Level.
- Support in drafting concepts for scaling-up and replication projects ensuring that these meet the R2R Programme Framework.
- Support with the management and implementation of project activities (ad hoc technical inputs, review progress reports, mentoring, etc.).
- Where required, support with monitoring of R2R online systems, databases, science portal and registers to report usage and areas for improvement.
- Support with reporting on status of projects and progress of activities

D. Expected Outputs

The following outputs are expected:

- Scientific and technical inputs into baseline data and rapid assessments planning, field work or data collection, management, reporting and ultimately visualization in the designated chosen platform (i.e. PMIS and Regional Database).
 - Documented methodology and its development

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- Data sampling design, clean data sets, model calibration
 - Packaged models and maps
 - Advisory and services in establishing baselines and indicators, and rapid assessments
 - R2R regional database development and use
- Provide hands-on and advisory support for country demonstration projects – e.g., environmental monitoring such as resource, habitat and water quality assessments;
 - Scientific and technical inputs into diagnostic analyses stakeholder consultations & reporting
 - Scientific and technical inputs into SoC and SAP roundtable discussions & reporting
 - Reports on the science-policy framework deliverables, identified challenges and potential solutions
 - National and regional projects meet their reporting obligations such as reporting on status of projects and progress of activities
 - Strengthened coherence of the R2R Pilot Projects and their contributions to R2R Programme Outcomes
 - R2R policy and information papers on monitoring of social and economic issues at local and national Levels.
 - Completed concepts for scaling-up and replication projects ensuring that these meet the R2R Programme Framework.
 - Effective management and implementation of project activities (ad hoc technical inputs, review progress reports, mentoring, etc.).
 - Monitoring of R2R online systems, databases, science portal and registers to report usage and areas for improvement.

A written report detailing work to date is required at each invoice and tranche.

No	Output/ Milestone	Schedule
1.	<u>Packaged Baseline & RapCA Reports for at least six (6) countries</u> Procedural framework developed and national data consolidated & prepared Data sampling design for field surveys, rapid assessments reporting Advisory and services provided whilst delivering on establishing baselines, indicators, and rapid assessments Regional Database development & use	October 2020
2.	<u>Packaged Pilot and Island Diagnostic Reports for at least six (6) countries</u> Inputs into the Site diagnostic analysis consultations & reporting Inputs into the Island diagnostic analysis (IDA) consultations & reporting	November 2020
3.	<u>Spatial prioritization procedures</u> Inputs into local & national scale modelling & trials; packaged models and maps Data collection for model calibration including: - Inputs into terrestrial and marine models calibrated with national data - Inputs into local & national scale reporting	December 2020
4.	<u>Packaged SoC Reports for at least six (6) countries</u> Inputs into the consultation, planning and preparing SoC reports	February 2021

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5.	<u>Packaged SAP Reports for at least six (6) countries</u> Inputs into the consultation, planning and preparing SAP reports	
6.	<u>Packaged the Regional SAF</u> Inputs into the consultation, planning and preparing the regional SAF	March 2021
7.	Inputs into preparation of concept papers, technical review and publications	July 2021

E. Institutional Arrangements

The Contractor will be responsible to the Regional Project Coordinator of the Pacific International Waters Ridge to Reef Project in the execution of the consultancy, but the Ridge to Reef National Project and Science Leader will be the primary contact point for the Contractor on all technical matters pertaining to this work.

All outputs and reporting timelines relating to this work will be detailed in the contract between the Contractor and SPC.

F. Duration of the Work

The target date of commencement of the work is from the time of signing the contract (early September 2020) and expected completion date is within eleven (11) months from the signing date, unless otherwise agreed to in writing.

The consultancy approach is output based and the total budget does not exceed USD50,000.

G. Duty Station

The duty station is at the Contractor's discretion. Work can be completed at the Contractor's convenience, however, regular consultation with the RPCU is required for input into the development of technical deliverables, including participating in field works, hands-on training and assessments of biodiversity goods and services, and to facilitate any further information needed by the Consultant.

H. Qualifications of the Successful Contractor

Qualifying Contractors must have:

- Formal qualifications in environmental science with a focus on natural resource management
- A minimum of five years relevant experience with ecological survey methods, data management, and analysis
- A minimum of five years relevant working experience in developing rapid assessment models, ecological prioritization, and/or land-sea models in the Pacific region
- Experience with geospatial analysis and mapping, database development, and statistical analysis
- Experience collecting, formatting, and integrating datasets from a variety of sources into a public database or data portal
- Experience working with a range of partners including government officials, NGOs, scientists, and local community members in the Pacific Islands
- Excellent interpersonal skills and cultural sensitivity

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A. Proposal Evaluation Matrix (this will form 70% of the total assessment)

Candidate competencies

CRITERIA	Score weight (%)	Points attainable
1. Formal qualifications in environmental science with a focus on natural resource management	30%	30
2. A minimum of five years relevant experience with ecological survey methods, data management, and analysis	30%	30
3. A minimum of five years relevant working experience in development rapid assessment models, ecological prioritization, and/or land-sea models in the Pacific region	20%	20
4. Experience working with a range of partners including government Officials, NGOs, scientists and local community members in the Pacific Islands	20%	20
Total	100%	100
Qualification score	70%	70

The competencies of those candidates obtaining minimum score of 70 points would be included in the shortlist.

Technical evaluation grid

Criteria	Score Weight (%)	Total Obtainable Score (Points)
Completeness Technical proposal with annexes to substantiate the experience of the candidate or showing examples of its work similar to this consultancy	40%	40
Overall quality of the technical proposal - Methodological approach - Clear deadlines of the expected outputs - Feasible schedule of field activities/country visits, inception, briefing, debriefing - Presentation of the results to various stakeholders	50%	50

Optional		
- Attendance to the RSC, RSTC and related meetings and trainings	10%	10
- Attendance to the Regional Investment Forum		
Total Score	100%	100
Qualification Score	70%	70

Only those technical proposals that obtained a minimum of 70 points would be considered for the financial evaluation grid.

With the complexity and the limited budget of this consultancy, it is important that the consultant should at least obtain a minimum accumulative score of 70 points for both technical and financial evaluation grid to be considered. This is to ensure quality of the technical outputs and ensure value for money.

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:

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

Once a candidate is shortlisted, the candidates will be assessed afresh using the criteria below. These criteria will serve as bases for the final selection and ranking.

Evaluation grid	Score weight (%)	Total obtainable score (Points)	Minimum score required (Points)
Technical evaluation grid	70%	70	49
Financial evaluation grid	30%	30	21
Total	100%	100	70

B. 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 following components must be specified by the bidder and must be included in the computation of the contract price:
 - a. Professional fees
 - b. Management and operating costs.
- 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

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section C, the consultant shall be paid in accordance with the following milestones.

Tranche	Milestones/Outputs	Deadline/Date	% Payment
1	Signing of contract (No upfront payment-Due to COVID 19 Situation)	Sept 2020	(0) %
2	Delivery of output 1-3	Sept - Dec 2020	45 %
3	Delivery of output 4-6	March 2021	45%
4	Delivery of output 7	July 2021	10%

ANNEX II

Technical Proposal Submission Form CONSULTANCY TO SUPPORT DELIVERY OF THE SCIENCE WORKPLAN FOR THE REGIONAL INTERNATIONAL WATERS RIDGE TO REEF (IW R2R) PROJECT
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PART A – Background

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

PART B – Qualifications

CRITERIA	RESPONSE BY BIDDER
Formal qualifications in environmental science with a focus on natural resource management	

PART C – Knowledge / Experience /Proposed Approach

CRITERIA	RESPONSE BY BIDDER
A minimum of five years relevant experience with ecological survey methods, data management, and analysis	
A minimum of five years relevant working experience in development rapid assessment models, ecological prioritization, and/or land-sea models in the Pacific region	
Experience working with a range of partners including government Officials, NGOs, scientists and local community members in the Pacific Islands	

ANNEX III

Financial Proposal Submission Form
CONSULTANCY TO SUPPORT DELIVERY OF THE SCIENCE WORKPLAN FOR THE REGIONAL
INTERNATIONAL WATERS RIDGE TO REEF (IW R2R) PROJECT

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 support delivery of the science workplan for the regional for the regional international waters Ridge to Reef (IW R2R) project.

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.