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Pacific
Community
Communauté
du Pacifique

**REQUEST FOR QUOTATION (RFQ)
SUV19/012**

Date: 08.07.19

**SUBJECT: PREPARATION OF A VIDEO ON THE CHALLENGES OF WATER SECURITY
IN THE OUTER ISLANDS OF THE NORTH PACIFIC (RENI PROJECT)**

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to provide consultancy services for the **Preparation of a video on the challenges of water security in the outer islands of the North Pacific (RENI Project)** 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 RENI@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 EURO and be inclusive of all costs related to the delivery of the consultancy 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 RENI@spc.int **4 pm Fiji time on 2nd August 2019.**
8. This letter is not to be construed in any way as an offer to contract with your organisation.

ANNEX I
TERMS OF REFERENCE

**Preparation of a video on the challenges of water security in the outer islands of the North Pacific
(RENI Project)**

A. Project Title: Preparation of a video on the challenges of water security in the outer islands of the North Pacific (RENI Project)

B. Project Description

Background to the EU – North Pacific – Readiness for El Niño (RENI) project

The European Union (EU) – North Pacific – Readiness for El Niño (RENI) regional project, implemented by SPC, and housed in the Geosciences, Energy and Maritime (GEM) Division, is about communities working to secure food and water resources ahead of drought. The three-year (2017 - 2020) project is funded with € 4.5 million from the EU and implemented in collaboration with the governments and peoples of the Federated States of Micronesia (FSM), Marshall Islands (RMI) and Palau. The specific objective of the RENI project is to strengthen the implementation of a sustainable, multi sectoral, multi stakeholder approach to readiness for future El Niño events.

The specific objective of the RENI project is to strengthen the implementation of a sustainable, multi sectoral, multi stakeholder approach to readiness for future El Niño events. Key outputs are:

- Uptake of key individual and community behaviours that support El Niño resilience
- Local area measures implemented to support El Niño resilience building in water and food security and paying special attention to the rights of women and vulnerable groups in outer islands
- National measures - Institutional, planning and technical - implemented to support readiness for future El Niño events

Background to this consultancy

FSM, has selected water security in Yap State as the main focus for the RENI project activities. Additional, smaller-scale water security activities will also be conducted in Kapingamarangi Atoll, Pohnpei State. In the outer islands of Yap and Pohnpei States, residents mainly rely on rainwater catchment systems for potable water, with some extraction from shallow water wells. During low rainfall conditions and drought, serious challenges are faced with rainwater catchment systems not being replenished, and salt water intrusion into the shallow, underground freshwater lenses.

A previous European Union (EU)-funded project, the Global Climate Change Alliance: Pacific Small Island States (GCCA: PSIS) project, conducted between 2012 and 2015, strengthened water security in Fais Island, an outer island of Yap State. The measures included the provision of community and household rainwater catchment systems, provision and installation of a solar powered pump to extract well water, and education and awareness activities. This project was completed in 2015 and lessons learnt were compiled.

During 2014-2015, funds were received from the Australian Government Direct Aid Program to support some complementary activities, namely the provision of structural roof replacements for individual houses, which could then act as suitable rainwater catchments.

Three years after the completion of the two projects, and within the framework of output 1 of the RENI project, it was timely to meet with the Fais Island communities to listen and discuss their perspectives on the longer-term impact of the previous projects' water security measures. Any findings could then be applied to the design and implementation of future water security measures in outer islands of FSM, RMI and Palau.

SPC is seeking consultancy service to prepare a video on the challenges of water security in the outer islands of the North Pacific (RENI Project). Using existing footage collected by SPC, and an outline storyboard already prepared, this video will feature: (i) the water security work done in Fais Island under the GCCA: PSIS project between 2012 and 2015 and the consultations in Fais Island conducted in February 2019; and (ii) the key findings from the consultations and how these findings can be applied to the design and implementation of future water security projects in Pacific outer islands.

The delivery of this consultancy will require in-depth knowledge and experience of working in video production in the Pacific Island countries. The consultancy will require regular liaison with the SPC-RENI project team in Suva, Fiji.

C. Scope of Work

The objective of the consultancy is to prepare a short (7-10 minutes) video that can be used in various communications platforms to feature: (i) the water security work done in Fais Island under the GCCA: PSIS project between 2012 and 2015 and the consultations in Fais Island conducted in February 2019; and (ii) the key findings from the consultations and how these findings can be applied to the design and implementation of future water security projects in Pacific outer islands.

- 1. Prepare a plan and schedule detailing the delivery of this work.** After signing the contract, prepare a concise action plan showing the activities and scheduling.
- 2. Prepare a full storyboard and script.** After review of the footage and draft story board provided by the SPC-RENI team, prepare a full storyboard and script.
- 3. Prepare a full first cut of the video.** Using a Pacific Islander narrator, prepare a full version of the video, including all editing, sound mixing, transitions, sub-titles and credits. Submit the first cut for review by SPC-RENI team.
- 4. Produce a final version of the video in HD resolution.**

D. Expected Outputs

- 1. Plan and schedule for the delivery of this consultancy**
- 2. Full storyboard and script.**
- 3. Full first cut of the video, and using a Pacific Islander narrator.**

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

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

4. Final version of the video in HD

resolution.

E. Institutional Arrangements

The Consultant will report directly to the Project Manager, RENI project, SPC Regional Office, 3 Luke Street, Nabua, Fiji.

F. Duration of the Work

The consultancy will be conducted over a period of 12 weeks.

The target date for the commencement of the work is 9th September 2019 and the expected completion date is 2nd December 2019.

| Output | Delivery by | Nature of work |
|-----------------------------------------------------------|-------------|---------------------------------------------|
| 1. Plan and schedule for the delivery of this consultancy | End week 1 | Signing of contract and review of materials |
| 2. Full storyboard and script | End week 4 | Detailed planning of video |
| 3. Full first cut of the video | End week 8 | Production of first full cut of the video |
| 4. Final version of the video in HD resolution | End week 12 | Production of final version of the video. |

G. Duty Station

The consultant will work from their home base. No overseas travel is required for this consultancy.

H. Qualifications, professional experience and key skills

The consultant will have the following qualification and skills:

- Tertiary qualifications in an area such as communications, videography or other related field.
- At least 7 years professional experience in in video editing, communications and media
- At least 5 years working in the Pacific Islands region.

I. 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. Tertiary qualifications in an area such as communications, videography or other related field. | 25 | 17.5 |
| 2. At least 7 years professional experience in in video editing, communications and media | 25 | 17.5 |

| Requirement | Score weight (%) | Points attainable |
|----------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| 3. At least 5 years' experience working in the Pacific Islands region. | 25 | 17.5 |
| 4. Summary of unique technical approach, skills and experience that Consultant/Firm will bring to this RFQ (max 750 words) | 25 | 17.5 |
| 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 and financial incentives and benefits 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:

$$\text{Financial Proposal score} = (\text{Lowest Price} / \text{Price under consideration}) \times 30$$

J. Scope and Bid Price and Indicative Schedule of Payments

The contract price is a lump sum payment that includes all professional fees, administrative costs, local travel and any other costs. The funding envelope available for this consultancy is EUR 3,000 to EUR 5,000.

| Milestones/Output | Deadline (Date) | % payment |
|-----------------------------------------------------------|-----------------|-----------|
| 1. Plan and schedule for the delivery of this consultancy | End week 1 | 20% |
| 2. Full storyboard and script | End week 4 | 20% |
| 3. Full first cut of the video | End week 8 | 30% |
| 4. Final version of the video in HD resolution | End week 12 | 30% |

K. Outline of the Video and Storyboard

Storyboard

Understanding the unique challenges of water security in the outer islands of the North Pacific

| Footage | Narrative |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Series Title | APPLYING LESSONS LEARNT ABOUT CLIMATE AND DISASTER RISK IN THE NORTH PACIFIC COUNTRIES |
| Video title | Understanding the unique challenges of water security in the outer islands of the North Pacific |
| Project title | European Union – North Pacific – Readiness for El Niño (RENI) project |
| EU logo | Funded by the European Union |
| SPC | Implemented by the Pacific Community (SPC) |
| Flags of the 3 countries | In partnership with the people and governments of Federated States of Micronesia, Marshall Islands and Palau. |
| | Over a three and a half year period from July 2017 to November 2020. |
| A) Chapter title: Implementing new water security measures in the outer islands of FSM between 2012 and 2015 | |
| Existing video clip 00.00 to 01.14 | Existing video of 1+ minute duration giving the background of the previous project and a description of Fais Island. (Narration needs to be re-recorded at a slower speed) |
| B) Chapter title: How did the Fais Islanders survive during the severe 2016 El Niño drought? | |
| Existing video clip 01.14 to 02.52 | Existing video (1.5 minutes) showing Director of Environmental Protection Agency in Yap Proper describing the 2016 El Niño drought in Yap State and how the residents of Yap Proper had fared better than their neighbours during this drought. (Introductory part of this video by the Narrator needs to be re-recorded at a slower speed). |
| C) Chapter title: Fais Islanders perspectives on water security, three years later in 2019 | |
| Aerial footage of Fais Island (from 130334) Still shot – team at airstrip at Fais by plane. (IMG 3436) | As part of the European Union – North Pacific – Readiness for El Niño project, a team from Yap State Government and non-government organisations visited Fais Island in February 2019 with the goal of consulting with the communities to hear their perspectives on the longer term impact of the previous water security improvement measures installed between 2012 and 2015. |
| Footage – to locate Short clip from 135044 and Still shot 132307 and 132343 | In Yap State, including Fais Island, men are generally perceived to have the most significant role in decision making for major community projects. However, women play an active role in implementing community activities and in Fais Island, women and children spend a significant amount of time each day fetching water. Recognising these social factors, the 2019 consultations were carefully designed, so that separate consultations were held with each group. Firstly with the women to hear their views, |

| Footage | Narrative |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Still shot 121433</p> <p>Footage from 115107</p> <p>Footage from 121735, 0046 onwards</p> | <p>then with the youth,</p> <p>and then with the men.</p> <p>Finally a joint consultation was held with all the groups together.</p> <p>Subtitles to show: Some of our discussion items have already been said by the Women and the Youths in their presentations. As a result of the tanks and the pump we have easier access to water, and we are healthier. Now we have access to clean water, unlike before when the water storage was full of algae and debris.”</p> |
| <p>Image 3520 (woman and Tank) and 150022 (man and tank)</p> <p>Footage from 183359 (national Coordinator questioning a household)</p> | <p>During the 2019 visit, the household water storage systems were inspected,</p> <p>and a questionnaire survey about water use and climate change was conducted with each household.</p> |
| <p>Footage to be identified</p> <p>Footage from 122014</p> | <p>The major finding from the assessment was that community members want to be involved in the installation of all future water security measures so that they can acquire the skills necessary for repair and maintenance.</p> <p>It was also noted that some of the tanks developed cracks resulting in leakages and this is being discussed with the manufacturer.</p> <p>During the assessment and consultations, it was encouraging to learn that there was a 13% increase in the number of households regularly cleaning their tanks and that a Taremal Fais Organisation had been established to oversee regular maintenance and repair of the rainwater harvesting systems.</p> <p>Sub-titles to show: “Before the new tanks and pump were installed, we didn’t work well together. Probably something to do with how we were living. As of today, we finally have come together and we now understand that the new water tanks and pump are not for the benefit of one person but for our whole community.”</p> |
| <p>D) Chapter title: What is the RENI project now doing differently</p> | |
| <p>Still shots of maintenance in Fais</p> | <p>As the RENI project moves into the full implementation phase, from 2019 to 2020, it is taking these recommendations on board and working to ensure that a selection of community members are involved in the installation of all water security measures.</p> |

| Footage | Narrative |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Further, training in maintenance is being provided to communities at the start of installation and at the end of the project as assets are handed over to the communities. Communities are also being provided with a selection of spare parts and tools for maintenance and repair. |
| Feature SDG 6 on water | The FSM impact assessment illustrates the importance of conducting impact assessments several years after projects have closed, so as to identify sustainability issues and incorporate solutions into the design and delivery of new projects. |
| E) Closing credits | |

ANNEX II

Technical Proposal Submission Form
Preparation of a video on the challenges of water security in the outer islands of the North Pacific
(RENI Project)

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 in an area such as communications, videography or other related field. | |

PART C – Knowledge / Experience

| CRITERIA | RESPONSE BY BIDDER |
|----------------------------------------------------------------------------------------|--------------------|
| At least 7 years professional experience in in video editing, communications and media | |
| At least 5 years' experience working in the Pacific Islands region. | |

| | |
|---------------------------------------------------------------------------------------------------------------------------------|--|
| Summary of unique technical approach, skills and experience that Consultant/Firm will bring to this consultancy (max 750 words) | |
|---------------------------------------------------------------------------------------------------------------------------------|--|

ANNEX III
Financial Proposal Submission Form
Request for Quotation
Preparation of a video on the challenges of water security in the outer islands of the North Pacific
(RENI Project)

Part A: Declaration

1. The undersigned contractor propose and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, contractor represents that; he/she has examined all the RFP documents to provide technical services to support SPC's creation of multi-media resources on child protection and corporal punishment.
3. Contractors agree to complete the services for the following price (VIP) :

| Particulars | Amount (EURO) |
|------------------------------------------------|---------------|
| Fees (daily rate) | |
| Travel related costs | |
| Costs stipulated in country of Consultancy | |
| Any other costs (provide description) | |
| Total financial offer (inclusive of all taxes) | |

Print name and sign

Date

Title_____

**ANNEX IV
SPC GENERAL CONTRACT**

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

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 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, 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.

16.2 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.

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 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 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:

21. CHILD LABOUR

21.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

21.2 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

22. HUMAN RIGHTS

22.1 The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

22.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

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

22.4 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

23. 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.

24. 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.

25. 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.

26. 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.