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Pacific
Community
Communauté
du Pacifique

REQUEST FOR QUOTATION (RFQ)

CAPACITY BUILDING FOR WOMEN'S GROUPS IN WATER CONSERVATION/DROUGHT RESILIENCE IN YAP PROPER, FSM.

Date: 13/11/2018

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to provide consultancy services relating to **Capacity building for women's groups in water conservation and drought resilience in Yap Proper, FSM** 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 by **4 pm Fiji time on 10th December 2018.**
8. This letter is not to be construed in any way as an offer to contract with your organisation.

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

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

Siège de la CPS : Nouméa (Nouvelle-Calédonie). Antennes régionales : Suva (Îles Fidji) et Pohnpei (États fédérés de Micronésie). Bureau national de coordination : Honiara (Îles Salomon).

Site Web : www.spc.int Courriel : spc@spc.int

ANNEX I
TERMS OF REFERENCE

A. Project Title: Capacity building for women’s groups in water conservation and drought resilience in Yap Proper, FSM

B. Background

The European Union (EU) – North Pacific – Readiness for El Niño (RENI) project 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 by the Pacific Community (SPC) in collaboration with the governments and peoples of the Federated States of Micronesia (FSM), Marshall Islands and Palau. The implementation period is from 6 July 2017 to 30 October 2020.

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

Yap State, FSM, has selected water security in Yap Proper as the main focus for the RENI project activities. Yap State Government has decided to focus on refurbishing abandoned community water systems in Yap Proper. These water systems would then provide “point water sources” for the public during drought. After initial assessments and consultations in Yap Proper, the groundwater sources in Dugor, Weloy Municipality, and Rumuu, Fanif Municipality have been identified as the most feasible sites; and community water catchment systems in Rull, Gagil, Tamil and Weloy municipalities have also been identified for refurbishment and expansion. Agreements will be entered into with the communities for the long term maintenance of the water systems.

In addition to these larger scale activities, the project seeks to assist women’s groups by building capacity about water conservation and assisting them plan and implement small-scale water conservation and drought resilience measures in their communities. These activities will also empower women and vulnerable groups to address climate and disaster risk.

The objective of this consultancy is to review the existing active women’s groups in Yap Proper and identify those that are interested and ready to undertake and complete small scale water conservation/ drought resilient measures by April 2020. Provide training and capacity building in

water conservation measures and share information about registering informal women’s groups. Assist, oversee and provide guidance to a minimum of three women’s groups, to plan and undertake a small scale water conservation/drought resilience measure in their community. **(The**

actual cost of undertaking the specific resilience measures will be paid by SPC). Measures will be selected from the following list:

- Repairing leaks in houses, community buildings, water storage tanks and connections.
- Repairing and refurbishing water catchment systems e.g. gutters, fascia boards, down pipes, first flush diverters, tank repair. (Note a new installation of a rainwater catchment system is not included).
- Clearance and proper disposal of rubbish, plastics, and other materials from community waterways, streams and wells.
- Education activities within the community, including with schools and youth groups, about water conservation
- Communication activities around water conservation
- Uptake of household behaviours to conserve water
- Reduction of soil erosion
- Tree planting

The consultancy will be conducted under the direction of the RENI Project Manager based in Fiji, Executive Director, Yap State Environmental Protection Agency (EPA), Director, Resources and Development Department (R&D), and in collaboration with the RENI-FSM National Coordinator based in R&D, Yap State Government.

C. Scope of Work

1. **Provide a schedule showing the likely time frame for the delivery of this consultancy.**
2. **Review and consult with the existing women's groups in Yap Proper and prepare a set of criteria:** hold a consultation and develop a set of criteria for selection, together with Yap Women's Interest, Yap Women's Association, EPA, R&D and the RENI National Coordinator.
3. **Identify minimum three interested and capable women's groups:** They should be interested and ready to undertake and complete small scale water conservation and drought resilient measures in their community. (All activities by the women's groups have to be completed by 30th April 2020).
4. **Provide training and capacity building to a minimum of three groups in water conservation, drought resilience, climate change adaptation;** and share information about formal registration for non-registered women's groups.
5. **Assist a minimum of three women's groups plan and prepare a budget for a water conservation/drought resilient measure.** There is a separate total budget of EUR12,000 available for the water conservation/drought resilience measures, maximum amount per woman's group = EUR4,000; ***the actual cost of the resilience measures will be paid directly by SPC.*** Such measures to be selected from the following list:

- Repairing leaks in houses, community buildings, water storage tanks and connections.
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- Repairing and refurbishing water catchment systems e.g. gutters, fascia boards, down pipes, first flush diverters, tank repair. (Note a new installation of a rainwater catchment system is not included).
 - Clearance and proper disposal of rubbish, plastics, and other materials from community waterways, streams and wells.
 - Education activities within the community, including with schools and youth groups, about water conservation
 - Communication activities around water conservation
 - Uptake of household behaviours to conserve water
 - Reduction of soil erosion
 - Tree planting
6. **Assist and provide guidance for a minimum of three women's groups to implement and complete a water conservation/drought resilient measure in their community.**
 7. **Draft report, and following receipt of comments, a Final Report** on the project activities and together with the women's groups, assess the challenges and prepare recommendations as to how these challenges can be addressed in the future.

D. Expected Outputs

1. **Schedule showing the likely time frame for the delivery of this consultancy.**
2. **Review and consultation with the existing women's groups in Yap Proper, and a set of criteria for selection developed.**
3. **Agreements signed with a minimum three women's groups that are interested and ready to undertake and complete small scale water conservation and drought resilient measures in their community.**
4. **Report on a minimum 3 training sessions on water conservation, drought resilience, climate change adaptation, and outline of registration sharing session.**
5. **Activities plan and budget for a community water conservation/drought resilient measure for minimum 3 women's groups.**
6. **Minimum 3 water conservation/drought resilient measures led by women's groups implemented and monitored.**
7. **Draft report, and following receipt of comments, a Final Report with recommendations.**

E. Institutional Arrangements

The Consultant will report directly to the Project Manager, EU - North Pacific – Readiness for El Niño (RENI) Project, SPC Regional Office, 3 Luke Street, Nabua, Fiji.

The consultant will coordinate the activities closely with the Executive Director, Yap State EPA, Director, R&D, and in collaboration with the RENI-FSM National Coordinator based in R&D, Yap State Government.

F. Duration of the Work

The consultancy will be conducted over a period of 16 months.

The target date for the commencement of the work is 1 February 2019 and the expected completion date for the activities by the women's groups is 30 April 2020, with final report due by 31st May 2020.

Output	Delivery by	Nature of work
1. Schedule showing the likely time frame for the delivery of this consultancy.	7 days after signing the contract	Office work
2. Review and consultation with the existing women's groups in Yap Proper, and a set of criteria for selection developed.	End of month 1	Research & consultative work
3. Agreements signed with a minimum three women's groups that are interested and ready to undertake and complete small scale water conservation and drought resilient measures in their community.	End of month 2	Consultative and community work
4. Report on minimum 3 training sessions on water conservation, drought resilience, climate change adaptation, and outline of registration sharing session.	End of month 3	Training work
5. Activities plan and budget for a community water conservation/drought resilient measure for a minimum 3 women's groups	End of month 4	Consultative, community and planning work
6. Minimum 3 water conservation/drought resilient measures led by women's groups implemented and monitored.	End of month 15	Consultative, community and oversight work
7. Draft report, and following receipt of comments, a Final Report with recommendations.	End of month 16	Review, assessment and reporting

G. Duty Station

The consultant will have their home base in Yap Proper, FSM.

H. Qualifications, professional experience and key skills

The consultant will have the following qualification and skills:

- Tertiary qualification in an area such as social analysis and development, environment or natural resources management, community development and planning, communications.
- At least 7 years professional experience in fields relating to social development, community work, gender and rights-based approaches, natural resources management; and at least 3 years' experience working with communities in FSM.
- Excellent interpersonal and communication skills in the multicultural environment of the Pacific Islands, fluency in English and Yapese (oral and written); and excellent computer skills across necessary applications.

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 qualification in an area such as social analysis and development, environment or natural resources management, community development and planning, communications.	25	17.5
2. At least 7 years professional experience in fields relating to social development, community work, gender and rights-based approaches, natural resources management; and at least 3 years' experience working with communities in FSM.	25	17.5
3. Excellent interpersonal and communication skills in the multicultural environment of the Pacific Islands, fluency in English and Yapese (oral and written); and excellent computer skills across necessary applications.	25	17.5
4. Summary of unique technical approach, skills and experience that Consultant/Firm will bring to this RFP (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, local travel in Yap Proper, cost of refreshments for consultations/training/meetings, and any other costs. The funding envelope available for this consultancy is EUR 11,000 to 14,000.

<u>Milestones/Outputs</u>	<u>Deadline (Date)</u>	<u>% Payment</u>
1. Schedule showing the likely time frame for the delivery of this consultancy.	7 days after signing contract	20%
2. Review and consultation with the existing women's groups in Yap Proper, and a set of criteria for selection developed 3. Agreements signed with a minimum three women's groups that are interested and ready to undertake and complete small scale water conservation and drought resilient measures in their community. 4. Report on a minimum 3 training sessions on water conservation, drought resilience, climate change adaptation conducted, and outline of registration sharing session. 5. Activities plan and budget for a community water conservation/drought resilient measure for a minimum 3 women's groups	End of month 4	30%
6. Minimum 3 water conservation/drought resilient measures led by women's groups implemented and monitored. 7. Draft report, and following receipt of comments, a Final Report with recommendations.	End of month 16	50%

ANNEX II
Technical Proposal Submission Form
Capacity building for women's groups in water conservation and drought resilience
in Yap Proper, FSM

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 qualification in an area such as social analysis and development, environment or natural resources management, community development and planning, communications	

PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
At least 7 years professional experience in fields relating to social development, community work, gender and rights-based approaches, natural resources management; and at least 3 years' experience working with communities in FSM.	
Excellent interpersonal and communication skills in the multicultural environment of the Pacific Islands, fluency in English and Yapese (oral and written); and excellent computer skills across necessary applications.	
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
Capacity building for women's groups in water conservation/drought resilience in Yap Proper, FSM

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 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 which 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, traveler, 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.

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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 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. CHILD LABOUR

20.1 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, SPC Headquarters: Noumea, New Caledonia. Regional offices: Suva, Fiji, and Pohnpei, Federated States of Micronesia.

Country office: Honiara, Solomon Islands.

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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.

20.2 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.

21. HUMAN RIGHTS

21.1 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.

21.2 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).

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

21.4 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.

22. 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.

23. 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.