



REQUEST FOR QUOTATION (RFQ)

DATE: 16 April 2021

SUBJECT : RFQ21/069 – Gender Equity and Social Inclusion, and Community Engagement Specialist to assist in the design of the GEF/FAO/SPC project “Enhancing water-food security and climate resilience in volcanic island countries of the Pacific”.

1. You 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 peters2@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.
4. All prices quoted shall be in USD and be inclusive of all costs related to the delivery of the consultancy services to SPC and any applicable taxes. A budget of 3,900 USD has been budgeted for this work.
5. 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.
6. This RFQ has been requested from at least 3 service providers and quotations will be assessed based on both their assessed abilities to achieve the outcomes and cost.
7. Please email your quotation to peters2@spc.int by 4.00pm (Fiji time) on 28 April 2021.

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

ANNEX I

TERMS OF REFERENCE

A. Project Title and Background:

In December 2020, the GEF-7 project concept “Enhancing water-food security and climate resilience in volcanic island countries of the Pacific” was approved by the GEF Council for design by FAO (Implementing Agency) in collaboration with SPC (Executing Agency). The USD 6 million full-size regional project sits under the International Waters GEF focal area and will be implemented in Fiji, Vanuatu, and Solomon Islands over the period of 4 years. A project preparation grant was administered by the GEF to support the project design aiming for submission of the complete project documentation to the GEF by December 2021.

The overall project objective is *“to enhance water and food security and climate resilience, sustain ecosystem services, and relieve pressure on over-exploited coastal aquifers by expanding and assessing the role of volcanic aquifers and by introducing sound groundwater governance frameworks in selected volcanic island states of the Pacific.”*

The overall project objective is expected to be achieved through the following four interlinked components, each covering a necessary aspect of the work needed towards achieving enhanced water and food security. The four components with the main associated activities as identified in the project PIF are presented below:

Component 1: Expanding and assessing the role of groundwater resources

In many of the larger volcanic islands in the Pacific there are indications of the presence of large, exploitable groundwater resources at economically reachable depths and resilient to climate variability. Such indications include the presence of perennial springs and of mineral bottling industries producing significant volume of drinking water. The following main activities are expected to take place under this component:

1. Aquifer mapping at the national scale (2 major islands per country).
2. In-depth technical and economic feasibility studies – potentially with pilot test holes.
3. Facilitate the dialogue between governments and public and private investors (e.g.: BOT schemes) on the exploitation of the most attractive “prospects” emerging from the feasibility assessments.

Component 2: Introducing sound groundwater governance frameworks

The main objective under this component is to facilitate the adoption of aquifer management plans following the recommendations and methodologies of the “Groundwater Governance Project” (GEF/FAO/World Bank/UNESCO/ IAH), further supporting the implementation of key priority areas of the Strategic Action Programme (SAP) of the Pacific SIDS. Outputs under this component are expected to support governments with the drafting of water resources legislations and national groundwater exploitation policies. Main activities include:

1. Development of the conceptual model of identified primary aquifers and diagnostic study of current state.
2. Developing participatory future scenarios of water-food security management with local communities - set of recommendations towards informed management of groundwater resources.
3. Drafting of Aquifer Management Plans.

Component 3: Tackling hot-spots

Activities under this component include targeted on-the-ground interventions necessary to achieve the Outputs under Components 1 and 2 and other specific objectives under Component 3. To the extent possible and in consultation with the project countries, “hot spots” will be targeted to the “primary aquifer” areas identified. The intention will be to address and potentially resolve priority issues of concern related to groundwater, including groundwater production infrastructure for agricultural and drinking water purposes. An additional objective will be to demonstrate on-the-ground ways to integrate groundwater governance principles and methodologies within the context of IWRM policies and practices. Main activities include:

1. The drilling of test holes and monitoring bores to support aquifer assessments and groundwater monitoring for improved aquifer management.
2. Land use management measures (land contouring, fencing, land use mapping) to strengthen environmental and water resources sustainability and will thus contribute in improved management of groundwater resources.
3. Demonstration of small-scale groundwater development schemes to address water supply issues, enhance agricultural activities, and strengthen water and food security.
4. Drafting of national operational plans to better coordinate the management and operation of national drilling activities.

Component 4: Reinforcing institutional capacity

The objective here is to enhance the institutional capacities in groundwater assessment, management and monitoring in the three project countries. This will be achieved through:

1. Participation of national staff from relevant ministries in groundwater investigations, reconnaissance surveys, and remotely sensed data analysis.
2. Active participation of stakeholders in the development of Aquifer Management Plans and their application.
3. Ad hoc trainings organized at regional level replicating previous successful training models (e.g. Melanesian drillers training) which also provided direct water security outcomes for communities in fragile areas.
4. Knowledge exchanges at regional and global level (North-South and South-South Cooperation).
5. Active participation in IW LEARN activities.

The project components are closely connected to regional and international agreements (SENDAI framework, Sustainable Development Goals, Framework for Resilient Development in the Pacific), and will strengthen, through an inclusive approach, the linkages between government and the community, and between previous and existing GEF-funded projects (IWRM, R2R, MCAP). Further, the project components are consistent with a number of national goals and strategic targets identified in the “2017-2036 National Development Strategy” for Fiji, the “2016-2035 National Development Strategy” for the Solomon Islands, and the “2016-2030 National Sustainable Development Plan” for Vanuatu.

Recognising that water security is an issue relevant to multiple sectors and actors, the project will also focus on the development and strengthening of existing and new partnerships with government and non-government organisations at the local, national and regional levels.

In order to set up the upcoming project activities on the ground and to enable national participation in activities at the regional level, the project provides for the mobilisation of local resources to provide project management support and to support participating countries in their engagement in the project.

B. Scope of Work

Consistent with relevant policies of the [GEF](#) and [FAO](#), gender consideration will be a cross-cutting element in all the project components and activities. The community and stakeholder engagement work will be particularly centered on strengthening the participation of women, youth, and vulnerable groups, in water resources management. A gender analysis will be undertaken during the project preparation phase to identify needs and roles of women and men in water resources management. A Gender Equality and Social Inclusion Action Plan will be developed during the PPG and will be used to challenge traditional gender roles and encourage development of women's skills and involvement in water management practices. Gender-related considerations and actions – based on the collection of sex-disaggregated water data - will be explicitly incorporated in the formulation and implementation of the Aquifer Management Plans related to competing water users and land management.

C. Outputs

The GESI Specialist will conduct community consultations and social and gender analysis to assess:

1. the different roles of women and men in island livelihoods;
2. women and men respective use-patterns of water resources;
3. impacts and risks of changes in terms of quality and quantity of water, and changes in land use on different segments of the populations;
4. differential access to and control over resources for resilience; and
5. identify appropriate measures to address the diversity of needs and ensure equitable benefits for different segments of the population, particularly those at risk, promote gender equality, women's empowerment and inclusive approaches.

The analysis will form the basis of a GESI Action Plan, and Stakeholder Consultation Plan and Budget to guide gender mainstreaming and social inclusion, Stakeholder Engagement, and development of an appropriate Grievance Redress Mechanism for application during project implementation.

Due to COVID 19 travel restrictions, the Specialist is expected to be based in Solomon Islands and participate in all relevant stakeholder and community consultations as part of project design. Moreover, the GESI Specialist is expected to liaise, collaborate, with relevant stakeholders and focal points in Solomon Islands to successfully collect contextual information and incorporate findings and outputs for a GESI analysis, action plan, and stakeholder engagement strategy to be incorporated into the project design.

The GESI Specialist in Solomon Islands will work closely with the Team Leader GESI Specialist in Fiji to ensure a consistent approach is applied in the community consultations and consideration of GESI practices in the development of the project design in each country. The GESI Specialist will support the Team Leader GESI Specialist to incorporate their findings and deliverables into one coordinated document relevant for the full project proposal.

D. Deliverables

The Consultant will prepare and submit:

Deliverable 1: Prepare and facilitate Stakeholder and Community Consultations, including Participatory Social and Gender Assessment: This deliverable will be fully integrated into the project document and used to inform the process of developing the results framework and theory of change.

Deliverable 2: Provide Gender and social inclusion considerations to be incorporated into project documents and Gender and Social Inclusion Action Plan.

Deliverable 3: Assist the Team Leader GESI Specialist with the development of a Stakeholder Engagement Strategy and Matrix relevant for Solomon Islands

All final deliverables must be submitted in e-copy/electronic format.

E. Institutional Arrangements

The GESI Specialist will be accountable to the SPC PPG Coordinator located at SPC's Disaster and Community Resilience Programme, GEM Division in Suva, Fiji, and work closely with the Team Leader GESI Specialist in Fiji, and the projects National Consultant in Solomon islands, to ensure a consistent approach is applied in the community consultations and consideration of GESI practices in the development of the project design.

The Team Leader GESI Specialist in Fiji will work closely with the GESI Specialist on his or her development of the national project design plans, with progress to be reviewed against an agreed work-plan by SPC and the Lead Agency Department. The GESI Specialist will be required to support the National Consultant, and the relevant national coordinating committee in its engagement in the preparation of project design and planned activities.

F. Duration of the Work

Unless otherwise mutually agreed between the Consultant and SPC in writing, the contract will be for a period of 6 months from 03/05/2021 to 31/10/2021 or at a date that is otherwise mutually agreed between the Consultant and SPC in writing.

F. Qualifications, Skills and Experience:

The successful candidate must have:

1. Relevant advanced degree in social sciences especially gender studies, or relevant discipline
2. Extensive experience in research and policy-level analysis
3. Excellent knowledge of Pacific Islands development context
4. Substantial experience in research and social and gender analysis
5. Substantial experience in mainstreaming gender and social inclusion perspective in the design, monitoring and evaluation of development projects, in particular in technical projects.
6. A suitable network of contacts Solomon Islands, to facilitate access to relevant information and GESI planning due to COVID 19 travel restrictions.
7. Excellent language skills in English and Pidgin

G. Proposal Evaluation Matrix

	Criteria	Weight	Score
1.	Qualifications and Experience <ul style="list-style-type: none">• Relevant advanced degree in social sciences especially gender studies, or relevant discipline ;• Relevant supervisory and project management experience (GEF experience preferred);• Experience in managing conflict situations and demonstrable negotiation skills will be an advantage.	25%	175
2.	Technical Capacity <ul style="list-style-type: none">• Demonstrated ability to work closely and collaboratively with island communities, government agencies, civil society and the private sector;	50%	350

	<ul style="list-style-type: none"> • Substantial experience in mainstreaming gender and social inclusion perspective in the design, monitoring and evaluation of development projects, in particular in technical projects. • A suitable network of contacts Solomon Islands, to facilitate access to relevant information and GESI planning due to COVID 19 travel restrictions • Demonstrated experience in facilitating community engagement workshops ; • Demonstrated experience in project design development (GEF experience preferred). 		
3.	<p>Competencies</p> <ul style="list-style-type: none"> • Excellent written and oral communication skills in both English and Pidgin, including an ability to communicate technical issues to non-technical audiences; • Computer literacy, including demonstrated expertise in the use of MS Office. 	25%	175
	Total	100	700
	Minimum Qualification Score	70	490

ANNEX II
Technical and Financial Proposal Submission Form
RFQ21/069

PART A – Background

	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees or references. Attach additional details considered as relevant	

PART B – Evaluation Criteria

CRITERIA	RESPONSE BY BIDDER
1. Qualification <ul style="list-style-type: none"> • Relevant advanced degree in social sciences especially gender studies, or relevant discipline ; 	
<ul style="list-style-type: none"> • Relevant supervisory and project management experience (GEF experience preferred); 	
<ul style="list-style-type: none"> • Experience in managing conflict situations and demonstrable negotiation skills will be an advantage. 	
2. Technical Capacity <ul style="list-style-type: none"> • Demonstrated ability to work closely and collaboratively with island communities, government 	

<p>agencies, civil society and the private sector;</p>	
<ul style="list-style-type: none"> • Substantial experience in mainstreaming gender and social inclusion perspective in the design, monitoring and evaluation of development projects, in particular in technical projects. 	
<ul style="list-style-type: none"> • A suitable network of contacts Solomon Islands, to facilitate access to relevant information and GESI planning due to COVID 19 travel restrictions 	
<ul style="list-style-type: none"> • Demonstrated experience in facilitating community engagement workshops ; 	
<ul style="list-style-type: none"> • Demonstrated experience in project design development (GEF experience preferred) 	
<p>3. Competencies</p> <ul style="list-style-type: none"> • Excellent written and oral communication skills in both English and Pidgin, including an ability to communicate technical issues to non-technical audiences; 	
<ul style="list-style-type: none"> • Computer literacy, including demonstrated expertise in the use of MS Office. 	

ANNEX II
Financial Proposal Submission Form
RFQ21/069

Part A: Declaration

1. The undersigned propose and agree if this proposal is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
2. In submitting this proposal, the vendor represents that; he/she has examined all the RFQ documents to provide procurement services to SPC.
3. Vendor agrees to complete the services for the following price (VIP):

Particulars	Amount USD
Fees (daily rate or per month)	
Travel related costs (if any)	
Any other costs	
Total financial offer (inclusive of all taxes)	

Print name and sign

Date

Title_____

ANNEX III
Proposal Submission Form
RFQ21/069

Part A: Undertaking

1. I agree that 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, I confirm that I have examined all the RFQ documents to provide technical services to support the GEF funded, FAO/SPC *“Enhancing water-food security and climate resilience in volcanic island countries of the Pacific”*.
3. I agree to complete the services for the price stated in the remuneration.

Part B: Conflict of interest

1. I confirm that I, my family members, and the organisation or company that I am involved with are independent from SPC. To the best of my knowledge, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence.
2. If it becomes apparent during the procurement process that I may be perceived to have a conflict of interest, I will immediately declare that conflict and will cease to participate in the procurement process, unless or until it is determined that I may continue.

OR

I declare that there is a potential conflict of interest in the submission of my bid. Please provide an explanation with your bid.

Part C: Privacy notice

1. I understand that my bid and my personal information will be stored and used by SPC in accordance with SPC’s *Privacy Policy and Guidelines for handling personal information of bidders and grant applicants*. Please inform SPC if you would like copies of the policy or guidelines.
2. If successful, I understand that SPC will disclose information such as my name and my company’s name, and the amount of the award of SPC’s website.

Date:

Name:

Signature:

Title:

ANNEX IV
Due diligence questionnaire

Please complete the following questionnaire and provide supporting documents where applicable.

For individuals operating a business in their personal capacity

1. Please provide any two of the following documents to verify identity and proof of address:
 - a. Passport
 - b. Driver's license
 - c. Voter card or other government-issued identity card
 - d. Bank statement with the individual's name displayed

2. Have you been convicted for criminal offences relating to anti-money laundering or terrorism financing? Yes No

If you answered 'yes', please provide further details.

3. Have you ever been the subject of any investigation, indictment, conviction or civil enforcement action related to financing terrorists? Yes No

If you answered 'yes', please provide further details.

For companies and other legal entities

1. Please provide the following documents to verify identity and proof of address:
 - a. Evidence of Power of Attorney/Board Resolution granted to the officers to transact business on its behalf; and
 - b. Any of the following documents:
 - Certificate of Incorporation
 - Memorandum and Articles of Association
 - Telephone bill in the name of the company
 - Bank statement with the entity's name displayed

2. Does your entity have foreign branches and/or subsidiaries? Yes No

3. If you answered 'yes' to the previous question, please confirm the areas of your entity covered by responses to this questionnaire

Head Office & domestic branches Yes No N/A
Domestic subsidiaries Yes No N/A
Overseas branches Yes No N/A
Overseas subsidiaries Yes No N/A

4. Is your entity regulated by a national authority? Yes No

If you answered 'yes' please specify the name:

5. Does your entity have a written policy, controls and procedures reasonably designed to prevent and detect money laundering or terrorist financing activities? Yes No
If you answered 'yes', please send SPC your policy in English

6. Does your entity have an officer responsible for an anti-money laundering and counter-terrorism financing policy? Yes No

If yes, please state that officer's contact details:.....

7. Does your entity provide financial services to customers determined to be high risk including but not limited to:

- Foreign Financial Institutions Yes No
- Casinos Yes No
- Cash Intensive Businesses Yes No
- Foreign Government Entities Yes No
- Non-Resident Individuals Yes No
- Money Service Businesses Yes No

8. If you answered 'yes' to any of the boxes in question 7, does your entity's policies and procedures specifically outline how to mitigate the potential risks associated with these higher risk customer types? If yes, how?

9. Has your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

10. Has the director or CEO of your entity ever been the subject of any investigations or had any regulatory or criminal enforcement actions resulting from violations of laws and regulations relating to either money laundering or terrorism financing? Yes No

If you answered 'yes' please provide details

I declare that none of the funds received or to be received by my organisation will be used to finance terrorism or involve money laundering.

I declare that the particulars given herein above are true, correct and complete to the best of my knowledge, and the documents submitted in support of this form are genuine and obtained legally from the respective issuing authority.

Date:

Name:

Signature:

Title:

ANNEX V
SPC GENERAL CONDITIONS OF CONTRACT
RFQ21/069

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. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the contract, the Contractor shall promptly notify SPC and provide all reasonable assistance required by SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

3.1 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.

3.2 The Contractor shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

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

6.1 Any intention to subcontract aspects of the contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime Contractor. No subcontracting will be permitted under the contract unless it is proposed in the initial submission or is agreed to by SPC in writing. In any event, the total responsibility for the contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the contract and shall not in any way prejudice the implementation of any of its provisions.

6.2 Prior to employing individuals or engaging subcontractors to perform services under this contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms 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

8.1 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 obligation does not extend to actions and omissions of SPC.

8.2 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.

8.3 The obligations under this clause do not lapse upon termination of this contract.

9. FRAUD AND CORRUPTION

9.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

9.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of SPC.

9.3 For purposes of this contract, the following definitions shall apply:

(i) "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

(ii) "fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

9.4 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.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present contract.

10.2 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.

10.3 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.

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

11. 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.

12. 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.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 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. This includes derivative works created as a result of products created pursuant to this contract.

13.2 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.

14. 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 without SPC's prior written approval.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

15.1 All documents and information relating to the contract as well as any other information of which the Contractor becomes aware in the course of performing the contract that is not in

the public domain must be treated as confidential during and beyond the term of the contract. The Contractor shall not be permitted to make use of any such data and information for the contractor's own purposes.

15.2 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.

16. TAX EXEMPTION

16.1 Under host country agreements and legislation of SPC members conferring privileges and immunities, as an intergovernmental organisation SPC 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.

16.2 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.

16.3 The Contractor is responsible for payment of their own income taxes.

17. CONFLICT OF INTEREST

17.1 The Contractor must take all the necessary measures to prevent any situation of

conflict of interest or professional conflicting interest.

17.2 The Contractor must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the contract. The Contractor must immediately take action to rectify the situation. SPC may do any of the following:

1. verify that the Contractor's action is appropriate,
2. require the Contractor to take further action within a specified deadline.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

18.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its *Social and Environmental Responsibility Policy*.

18.2 Accordingly, SPC requires the Contractor to comply with the following obligations.

Child protection

18.3 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. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Contractor is providing services directly related to or involving children, the Contractor will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Contractor agrees to bring allegations of any abuse or exploitation of children arising in relation to this contract, of which the Contractor has been informed or has

otherwise become aware, promptly to the attention of SPC.

18.4 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.

Human rights

18.5 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

18.6 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.

Gender equality and social inclusion

18.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to respect gender equality and diversity in the workplace.

18.8 The Contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

Sexual harassment, sexual abuse or sexual exploitation

18.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Contractor shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

18.10 The Contractor agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this contract, of which the Contractor has been

Informed or has otherwise become aware, promptly to the attention of SPC.

18.11 For purposes of this contract, the following definitions shall apply:

1. "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
2. "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
3. "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

18.12 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.

Environmental responsibility

18.13 The Contractor must ensure a rational use and management of natural resources and ecosystems.

18.14 The Contractor shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

19. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

19.1 The Contractor agrees to take all reasonable efforts to ensure that none of the funds received under this contract are used for money laundering or for terrorism financing.

19.2 The Contractor agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

19.3 For purposes of this contract, the following definitions shall apply:

1. "money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.
2. "terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

19.4 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.

20. 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.

21. 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.

22. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

22.1 Force majeure for the purposes of this contract means any unforeseeable and

irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

22.2 The Contractor should notify SPC within fifteen (15) days of the occurrence of the force majeure event. 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.

22.3 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 clause, 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.

22.4 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 clause 23 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

23. TERMINATION

23.1 Either party may terminate this contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 24 "Settlement of Disputes" below shall not be deemed a termination of this contract.

23.2 SPC reserves the right to terminate without cause this contract, at any time with thirty (30) 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.

23.3 In the event of any termination by SPC under this clause, 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.

23.4 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.

24. SETTLEMENT OF DISPUTES

24.1 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.

24.2 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.

25. 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.

