



**FFA**

**REQUEST FOR PROPOSAL**

RFP No. : 14/T03

**DATE:** 5 June, 2014

**SUBJECT: OBSERVER MANAGER TRAINING COURSE**

**REQUEST FOR PROPOSAL** – Fisheries Training Course for Observer Managers.

You are invited to tender a proposal to outline how you meet the specific criteria as listed in the Terms of Reference for the design, delivery and certification of a fisheries training course in Observer Management to be delivered in intensive mode at least once a year over 4 years.

To enable you to submit a Request for Proposal (RFP) for the design and delivery of this mentoring and/or training course, please find enclosed:

Annex I: Instructions to bidders

Annex II: Terms of Reference, containing a description of FFA's requirements for which these services are being sought

Annex III: FFA Standard Conditions of Contract

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

Yours sincerely

  
✓ For James Movick  
Director General

## Annex I

### Instruction to Bidders

RFP 14/T03

*Fisheries Training Course in Observer Management*

#### 1. Submission of Proposals

1.1. All proposals submitted together with all correspondence and related documents shall be in English.

If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing and evaluation purposes.

1.2. All prices in the proposals must be presented in US Dollars (USD).

1.3. Any proposal received after 27 June 2014 will be rejected. FFA may, at its discretion, extend the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.

1.4. In tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire scope of work. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining your understanding of the Pacific Islands Regional Fisheries Observer (PIRFO) program and fisheries observer management standards that align with FFA's criteria for scope of works as per section 2 on outputs below;
- ii. An outline of your understanding of FFA's criteria for scope of works as per sections C and E of Annex II (maximum 5 pages);
- iii. A budget outlining the costs to finalise these standards and design appropriate mentoring and training curriculum (as per scope in section J of Annex II) for intensive delivery within a 2-week timeframe in various locations like Suva, Honiara and Noumea; and
- iv. A maximum of 3 pages of information on your ability, qualifications and methodology to train trainers from FFA and SPC for sustainable longer term programme deliverables.

## 2. Outputs required

A suitably qualified and experienced consultant is expected to deliver the following outputs:

	Output	Criteria
i	Finalise existing draft PIRFO observer manager standards	Competency based and aligned to PIRFO program for observers, debriefers and coordinators
ii	Design and develop curriculum material for mentoring and training courses	<b>See section C of Annex II</b> for training course description
iii	Design and develop exercises, assignments, assessment / examination and student guide notes	Based on curriculum and with a view to maintaining and improving accreditation of qualifications
iv	Use advice and input from SPC, FFA and NZ MPI observer program personnel	Mandatory consultation with FFA, SPC and NZ MPI observer program contacts, respectively Tim Park <a href="mailto:tim.park@ffa.int">tim.park@ffa.int</a> and Hugh Walton <a href="mailto:hugh.walton@ffa.int">hugh.walton@ffa.int</a> , Peter Sharples <a href="mailto:peters@spc.int">peters@spc.int</a> , plus Pete Southen <a href="mailto:lobzta1@gmail.com">lobzta1@gmail.com</a> in the first instance
v	Establish methodology for review/auditing function	Criteria to measure quality and application of standards with consistency in implementation of program certification and training standards
vi	Intensive, in-country program delivery (training courses and/or mentoring) over 3 years	Intensive, in-country 2-week course delivered in various locations such as Suva, Honiara and Noumea and/or 2-week mentoring of in-country observer managers

## 3. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The economic proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix overleaf.

Competency Requirements	Score Weight %	Total Obtainable Score
1. Demonstrated understanding of the Pacific Islands Regional Fisheries Observer (PIRFO) programme	20	140
2. Experienced and qualified trainer	30	210

3. Demonstrated experience in Pacific fisheries observer and management course development (curricula and material)	30	210
4. Mentoring and training expertise for intensive, in-country program delivery options	20	140
<b>Total Score</b>	<b>100%</b>	<b>700</b>
<b>Qualification Score</b>	<b>70%</b>	<b>490</b>

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the best value for money taking in account the accumulative scores of technical and financial evaluations.

#### 4. Period of validity of proposals

2.1. Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

#### 5. Request for further information

Queries or questions are to be emailed to the Training Adviser at [megan.streeter@ffa.int](mailto:megan.streeter@ffa.int).

#### 6. Award of Contract

FFA 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 such action.

#### 7. FFA's right to vary requirements at time of award.

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

#### 8. Closing date for proposals

Proposals should be emailed to [megan.streeter@ffa.int](mailto:megan.streeter@ffa.int) with the subject line heading "Fisheries Training Course for Observer Managers"

All proposals must be received by FFA before 4.00pm Honiara Time, 27 June 2014.

Please note that the FFA Standard Conditions of Contract are not negotiable and these are included in advance with this RFP for your information.

## Annex II

### Terms of Reference

RFP 14/T03

*Fisheries Training Course in Observer Management*

#### A. Title

Fisheries Training Course for Observer Managers

#### B. Background

In April 2013, FFA signed a grant funding arrangement with the New Zealand (NZ) Ministry of Foreign Affairs and Trade (MFAT) to implement the Pacific Fisheries Training Programme (PFTP) which comprises a series of training courses to improve the skills of Pacific island women and men working in the fisheries public and private sectors.

Covering a period of five years, the programme aims to increase sustainable economic development through a greater contribution from the seafood sector. The intended outcomes to be achieved are Pacific island women and men well qualified for work in the seafood sector as well as increased competency of Pacific islands fisheries public sector officials to sustainably manage fisheries.

#### C. Training Course Description

The mentoring and training for observer managers needs to be conducted in various countries and will be no longer than 2 weeks. All training must be provided by experienced trainers and curriculum will cover implementation of the existing draft standard content. Such content could include but not be limited to:

- Meet workplace OHS requirements
- Show leadership and promote team effectiveness
- Develop work priorities
- Establish networks
- Identify risk and apply risk management processes
- Plan and manage PIRFO program operations
- Manage off-site PIRFO personnel
- Administer and report on financial activities
- Administer PIRFO information processes
- Write reports
- Make presentations
- Apply knowledge of fisheries management to observer program activities

In addition, the curricula will include basic and brief modules on:

- The importance of sustainable fisheries management;
- Gender equality and women's rights, covering violence, alcohol/substance abuse, remittances, employment issues and the right to a safe and secure working environment;
- Reproductive health, covering family planning , HIV/AIDS and sexually transmitted diseases; and
- Reflecting the economic activities and business strengths of women in the Pacific and highlighting barriers to greater participation by women.

The training course should be tailored to specific country situations where necessary and be designed to meet the needs of English language learners or learners for whom English is not their first language.

#### D. Scope of Proposal

The bidder will prepare documents as outlined in the Instruction to Bidders (Annex I), detailing the outputs (section 3 of Annex I) and expected outputs (section E of this annex) to be used in designing and delivering a fisheries course on observer management that feeds into the established SPC/FFA PIRFO program. The bidder must liaise with FFA, SPC and NZ MPI to confirm key content of the standards and curricula.

FFA will facilitate all administrative and logistical arrangements for students for all courses unless otherwise agreed with successful bidder.

#### E. Expected Outputs

In addition to outputs tabulated in section 3 of Annex I the bidder will provide relevant details of the following that apply to developing the review / audit of this mentoring and training course over the longer term:

- a. Criteria to measure consistency and application of standards and certification processes
- b. Levels of equivalent certification and pre-requisites for management of PIRFO programs
- c. Recognition of prior learning or current competencies including but not limited to:
  - i. management equivalences / guidelines
  - ii. practical PIRFO admission requirements for observer manager
  - iii. career pathways for observer management from within and outside of PIRFO
- d. Qualitative and quantitative indicators of success (metrics)
- e. Course assessment requirements
- f. Other modes of delivery including mentoring guidelines and assessments
- g. Methodology for measuring national impact of observer management programs

#### F. Institutional Arrangement

All communications will be directed to the FFA Training Adviser, who will coordinate with FFA directorate and senior staff.

## G. Duration of the Proposed Work

The duration of the curriculum design and development (as specified in the outputs of Section 3 in Annex I) will be **2 months** to be finalised and completed as per draft standards and with associated student guide, lesson plan, PowerPoint presentations, coursework assessments and written examination to assess competence by the end of September 2014.

## H. Duty Station

The proposal is expected to be mainly completed at home-base with possibly one travel activity required whereby the mandatory consultations with SPC, FFA and NZ MPI can occur as a joint session.

## I. Qualifications of the Successful Consultant

The successful consultant will have ten (10) or more years of experience in the fisheries industry and appropriate qualifications as a trainer. Additionally, (s)he should show understanding of PIRFO certification and training standards as well as the various program manuals. A demonstrated Pacific focus on previous delivery of fisheries observer, debriefer or coordinator mentoring and training would be an advantage.

## J. Scope of Cost

The total cost to design and deliver this mentoring and training course will cover:

- i. full cost of mentoring / training course curriculum design (with student guide / course notes) plus review/audit criteria
- ii. development of course work exercises, assignments and competency assessment with examination criteria
- iii. quotation for number of days and fee rates for delivery of a 2-week training course and/or mentoring (FFA will arrange tickets and pay daily subsistence allowances at our standard rates for travel and accommodation/incidentals to course venues using an economy class air ticket by most direct and economical route from international airport in training provider country to airport closest to where training will commence if usual place of residence is in different country and return via same route)
- iv. preparation and submission of training report to FFA including detailed certification results as per PIRFO program, analyses of participant feedback and recommendations for improvement.

## ANNEX III

### FFA STANDARD CONDITIONS OF CONTRACT

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*Fisheries Training Course in Observer Management*

#### 1. Definitions

##### 1.1 In this Contract:

- (a) “Consultancy Services” means the Consultancy Services described in Schedule A;
- (b) “Memorandum of Agreement” means the agreement executed by and between FFA and the Consultant in which these Conditions have been incorporated by reference;
- (c) “FFA” means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (d) “Contract” means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties;
- (e) “Confidential Information” means information that:
  - (i) is by its nature confidential;
  - (ii) is designated by FFA as confidential;
  - (iii) the Consultant knows or ought to know is confidential;
 but does not include information which:
  - is or becomes public knowledge other than by breach of this Contract;
  - is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from FFA;
  - has been independently developed or acquired by the Consultant
- (f) “Usual Place of Residence” means the place of residence of the Consultant during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) “Term of Engagement” means the entire period during which the Consultant will be expected to perform the Consultancy Services.

1.2 Words importing a gender include any other gender.

1.3 Words in the singular number include the plural and words in the plural number include the singular.

1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.



- 1.5 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

## **2. Fees**

- 2.1 FFA shall pay fees to the Consultant in respect of the Consultancy Services at the rate and in the currency specified in Schedule B to the Memorandum of Agreement on the basis of time spent by the Consultant in performing the Consultancy Services. For the purpose of determining the amount of such fees:
- (a) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Consultant, no fees will be paid in respect of work performed other than during the Term of Engagement.

## **3. Expenses**

- 3.1 In addition to the fees specified in clause 2 and subject to Schedule A and Schedule B, FFA shall pay to or reimburse the Consultant for the following:
- (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Consultant shall be absent from the Usual Place of Residence for the purpose of performing the Consultancy Services; provided that DSA will be paid for the day of departure from the Usual Place of Residence but not for the day of return thereto. The DSA covers all accommodation charges, including government taxes (where applicable), meals, laundry and incidental expenses.
- (b) All transportation costs properly and reasonably incurred by the Consultant in travelling for the purposes of the Consultancy Services whether within the Country of Assignment or elsewhere, including the cost of transportation by an appropriate means of public transport between the Usual Place of Residence and the nearest convenient international airport and the cost of economy class air travel.
- (c) All other reasonable out-of-pocket expenses of the Consultant arising directly out of the performance of the Consultancy Services, including communications charges, airport and departure taxes, visa fees, taxi fares, and photocopying charges.

## **4. Payment of Fees, Costs and Expenses**

- 4.1 Consultancy fees payable under the Contract will be paid in accordance with Schedule B and to the satisfaction of the FFA.
- 4.2 Where the Consultancy Services have not been performed to the satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
- (a) require the Consultant to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or

(b) terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.

4.3 Printing and distribution costs and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Consultant to FFA, supported by such receipts or other evidence as FFA may reasonably require to establish that the expenditure was incurred in the amount and currency and in the manner claimed.

4.5 Unless otherwise agreed between the Consultant and FFA, the fees shall be paid in the currency specified in Schedule B. All out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in Solomon Island dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the Consultant.

4.6 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Consultant incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

## **5. Medical and Insurance**

All medical and insurance costs shall be borne by the Consultant and FFA shall be under no liability in respect of medical expenses of the Consultant.

## **6. Indemnity**

6.1 Subject to the provisions of this Contract, the Consultant shall at all times indemnify and hold harmless FFA, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Consultant in connection with this Contract.

6.2 The Consultant's liability to indemnify FFA under clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officers, employees or agents contributed to the loss or liability.

6.3 The indemnity referred to in clause 6.1 shall survive the expiration or termination of this Contract.

## **7. General Covenants**

7.1 The Consultant covenants and agrees that:

(a) During the Term of Engagement they shall devote the whole of their time and attention to the performance of the Consultancy Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. They shall make or assist in making all such reports and recommendations as may

be contemplated by the Terms of Reference and shall at all times cooperate with FFA, its employees and agents. After the termination of the engagement they shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

- (b) At all times they shall act with appropriate propriety and in particular, refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
- (c) They shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) They shall report immediately to FFA any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Consultancy Services, including circumstances and events relating to his transportation and accommodation.
- (e) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

## **8. Conflict of Interest**

- 8.1 The Consultant warrants that, to the best of their knowledge, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of his obligations under this Contract.
- 8.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Consultant undertakes to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Consultant fails to notify FFA or are unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 10.
- 8.3 The Consultant shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to FFA fairly and independently.

## **9. Disclosure of Information**

- 9.1 The Consultant shall not, without the prior written approval of FFA, disclose to any person other than FFA, any Confidential Information. In giving written approval, FFA may impose such terms and conditions as it thinks fit.
- 9.2 FFA may at any time require the Consultant to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultant shall promptly arrange for all such undertakings to be given.

- 9.3 The obligation on the Consultant under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

## **10. Termination**

- 10.1 FFA may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, FFA shall be liable only for:
- (a) payment under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
  - (b) subject to clauses 10.3 and 10.4, any reasonable costs incurred by the Consultant and directly attributable to the termination or partial termination of this Contract.
- 10.2 Upon receipt of a notice of termination the Consultant shall:
- (a) stop work as specified in the notice;
  - (b) take all available steps to minimize loss resulting from that termination;
  - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 10.3 In the event of partial termination FFA's liability to pay fees under Schedule B shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.
- 10.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the total fees set out in Schedule B.

## **11. Default**

- 11.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

## **12. Waiver**

- 12.1 A waiver by either party in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

## **13. Notices**

- 13.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Consultant to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.

- (b) if given by FFA to the Consultant, signed by the Director-General or Deputy Director-General and forwarded to the Consultant at the Usual Place of Residence.
- 13.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, facsimile or telex to the address of the party to which it is sent.
- 13.3 Any notice, request or other communication will be deemed to be received:
  - (a) if delivered personally, on the date of delivery;
  - (b) if sent by pre-paid registered post, on the day that the acknowledgment of delivery is completed by the recipient; and
  - (c) if sent by facsimile, on the business day next following the day of despatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of despatch that the transmission was illegible.
- 14. Entire Agreement and Variation**
- 14.1 This Contract contains the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 14.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Schedule A shall be legally binding upon either party unless in writing and signed by both parties.
- 15. Severability**
- 15.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.
- 16. Applicable Law**
- 16.1 This Contract shall be governed by and construed in accordance with the laws of the Solomon Islands and the parties agree, subject to the Contract, that the courts of the Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

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