



REQUEST FOR PROPOSALS (RFP)

TO: SUITABLY QUALIFIED FISHERIES CONSULTANTS

RFP No: CP13_1718

DATE: 1 May 2018

SUBJECT: PRODUCTION OF A BI-MONTHLY PUBLICATION TO BUILD ON THE INFORMATION NETWORK ESTABLISHED UNDER THE FFA FISHERIES TRADE NEWS

Proposals are sought from suitably qualified and experienced Consultant(s) or Consultancy firm(s) for the production of a bi-monthly publication to build on the information network established under the FFA fisheries trade news

FFA requires the continued engagement of the services of a Consultant to assist with ensuring members are updated on trade related issues, including a market and industry intelligence component. In line with FFA policies, the selection of such a consultant now requires a competitive tender process.

To enable you to submit a Request for Proposal for this work, 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 request is not to be construed in any way as an offer to contract any specific party.

(Officer in Charge)

For James T. Movick

Director General

Annex I

INSTRUCTIONS TO BIDDERS

RFP No: CP13_1718

CONSULTANCY TO UNDERTAKE PRODUCTION OF A BI-MONTHLY PUBLICATION TO BUILD ON THE INFORMATION NETWORK ESTABLISHED UNDER THE FFA FISHERIES TRADE NEWS

1. Submission of Proposals

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

1.2. All prices in the proposals must be presented in United States Dollar (USD).

1.3. Any proposal received after the 31st of May 2018 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. The Secretariat is seeking a pool of expertise and it is intended to award and conclude a contract to take effect commencing in July 2018.

1.5. A proposal in two parts is requested. In submitting the technical proposal for this consultancy, consultants are required to demonstrate experience and qualifications relevant to the tasks. The technical proposal should demonstrate a clear understanding of the TOR and set out, with appropriate explanatory comments, a proposed methodology, general work plan and timelines for completion of the work as well as an estimate of the number of working days envisaged on a monthly basis. Work program specifics will be negotiated with FFA once the successful consultants have been identified. The FFA Standard Conditions for Contract are not negotiable.

1.6. The technical proposal should also include:

- i. Detailed curriculum vitae of the consultants.
- ii. The names and contact details of three referees.
- iii. The date of availability to take up consultancy.
- iv. The location at which each of the consultants will be based.

1.7 The financial proposal should:

- i. Be expressed in US dollars.
- ii. Indicate fees per person day and overhead and other cost amount or rates.

2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) 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 their Proposal.

3. Outputs required

The consultants will be contracted for the monitoring of emerging fisheries trade and industry intelligence issues of relevance to FFA members and the preparation of a bi-monthly brief – the FFA Fisheries Trade and Industry News - for dissemination to all FFA members.

4. 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 financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in 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.

Competency Requirements	Score Weight (%)
<ul style="list-style-type: none"> • A demonstrated understanding of the technical work to be done and the issues to be addressed. 	30
<ul style="list-style-type: none"> • Experience undertaking similar work. 	30
<ul style="list-style-type: none"> • Consultants' qualifications relevant to the tasks. 	20
<ul style="list-style-type: none"> • Demonstrated experience in tuna trade and industry issues, preferably including in the WCPO. 	20
Total Score	100%
Qualification Score	70%

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(s) offering the best value for money taking into account the cumulative scores of technical and financial evaluations. The overall evaluation weighting shall be 80% Technical and 20% Financial.

5. Financial Proposals

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. The financial proposal does not require the inclusion of airfares or DSA as these will be calculated and provided by FFA as required for agreed travel. The estimated time required for the consultancy is 150 person days over the two year period.

6. Request for further information

Queries or questions are to be emailed to the Fisheries Development Adviser, Fisheries Development Division, FFA, email: leonard.rodwell@ffa.int

7. 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.

8. 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 Request for Proposal (RFP) without any change in price or other terms and conditions.

9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with the subject line heading "PUBLICATION OF FFA TRADE NEWS"

All proposals must be received by FFA before 5.00pm (Local time), 31st May 2018.

10. Timing of the Study

FFA will ensure prompt selection of the consultants, who should be ready to mobilise and commence work upon signing of the contract.

11. Notification

The names of winning bidders shall be advertised on the FFA website; www.ffa.int/employment/tenders/tender_results

TERMS OF REFERENCE

RFP No: CP13_1718

CONSULTANCY TO UNDERTAKE PRODUCTION OF A BI-MONTHLY PUBLICATION TO BUILD ON THE INFORMATION NETWORK ESTABLISHED UNDER THE FFA FISHERIES TRADE NEWS

BACKGROUND

Acknowledging the importance of offering support to FFA members in trade and market access related issues, one of FFA's key roles contained in its Strategic Plan is "to advise member countries about relevant developments in international trade policy and economic co-operation frameworks and to provide advice to members about how to advance their individual and collective fisheries interests in trade policy and economic partnership negotiations".

As there has been limited fisheries-specific trade expertise in the region to assist FFA member countries to progress their trade interests in relation to the tuna industry, FFA has engaged consultants to provide fisheries-trade advisory services to FFA for several years.

FFA requires the continued engagement of the services of a Consultant to assist with ensuring members are updated on trade related issues, including a market and industry intelligence component. In line with FFA policies, the selection of such a consultant now requires a competitive tender process.

FFA is therefore seeking expressions of interest from suitably qualified persons to produce a regular bi-monthly publication and provide advice to the Agency on trade, market and industry issues. It is envisaged that the successful bidder will be granted a two year contract from July 2018 for the provision of services, with the possibility of a further contract subject to performance and availability of funding.

OBJECTIVE

The objective of the consultancy is the provision of intelligence and information updates on issues relating to the trade in tuna, commercial aspects of tuna fisheries and associated market related information. The consultants will also to provide advice, support and capacity building to the FFA Secretariat and to FFA members and stakeholders on fisheries-trade policy issues, particularly in relation to the World Trade Organisation (WTO), preferential trade agreements, regional trade agreements (i.e. PICTA, PACER etc.) and other relevant trade issues.

ACTIVITIES

The consultants will be contracted for the monitoring of emerging fisheries trade and industry intelligence issues of relevance to FFA members and the preparation of a bi-monthly brief – the FFA Fisheries Trade and Industry News - for dissemination to all FFA members. More specifically this will include:

- i) Undertaking studies on emerging fisheries-trade issues to analyse the potential impact on PICs tuna industry and provide relevant policy recommendations.
- ii) Attending major international industry meeting on tuna issues periodically, both to report on the outcomes of the meeting and to meet with industry participants.
- iii) Providing regular information and intelligence on developments with international tuna fleets for both longline and purse seine.
- iv) Providing insights into updates and information pertaining to tuna trade and markets and developments within the processing and value adding sector.
- v) Incorporating into the trade and industry news, and where possible verifying, market price information provided by FFA on a regular basis.
- vi) Providing regular information and advice on expanding and evolving market opportunities.
- vii) Preparing ad hoc alerts for FFA members regarding urgent fisheries-trade development on an as needs basis.
- viii) Reviewing the current format of Trade News to see if there is scope to improve it and develop a web-based presentation or other interactive format, in consultation with FFA's Media Officer.

Additional duties that may be assigned to the consultants from time to time, and which will be funded separately but at the same fee rates, and up to a value of 50% of the value of this contract will include:

- i) Assisting the FFA Secretariat in the preparation of briefs on fisheries-trade issues for the Permanent Representative of the Pacific Islands Forum to the WTO (e.g. analytical support for preparation of negotiating positions on WTO fisheries-subsidies issues).
- ii) Reviewing and contributing to FFA Secretariat briefs on fisheries-trade issues for the Pacific Islands Forum Secretariat (e.g. analytical support for preparation of briefs regarding WTO).
- iii) Conducting one major study on recent developments in the purse seine fishery.
- iv) Participating in, and where it is cost effective to do so, representing FFA at meetings on the above issues.

EXPECTED OUTCOMES

Through the provision of a comprehensive bi-monthly publication the consultancy will provide regularly updated trade and tuna market information and intelligence to FFA members and stakeholders.

The consultancy will also provide the FFA Secretariat with the opportunity to source information and advice on an ad hoc basis on tuna trade and market issues and intelligence and (where required) participate in and report on relevant meetings and forums.

EXPERTISE REQUIRED

The consultancy will require a small team of specialists in fisheries trade and markets and in global tuna industry development. Ideally, this team will be well placed to cover information and intelligence for both the WCPO fishery and also in other global fisheries with potential to impact on FFA members and stakeholders.

OPERATIONAL ARRANGEMENT

The consultant(s) will report to Mr Mike Batty (mike.batty@ffa.int), Director of Fisheries Development, FFA. Mr Len Rodwell (leonard.rodwell@ffa.int), Fisheries Development Adviser will be the first point of contact for any enquiries.

CONFIDENTIALITY AND OWNERSHIP OF MATERIALS

Any documents and reports produced pursuant to this consultancy shall be the property of the Pacific Islands Forum Fisheries Agency and any intellectual property rights in such documents and reports shall be the property of, or assigned exclusive rights to, the Pacific Islands Forum Fisheries Agency. All information provided to the consultants by FFA in connection with this consultancy shall be treated as confidential unless otherwise specified, and shall not be disclosed to any other parties.

All publications, advice and other information will be reviewed by FFA prior to public or limited release.

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.

FFA'S RIGHTS 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 Request for Proposal (RFP) without any change in price or other terms and conditions.

CLOSING DATE FOR PROPOSALS

Proposals should be emailed to procurement@ffa.int with the subject line heading "PUBLICATION OF FFA TRADE NEWS"

All proposals must be received by FFA before 5.00pm (Local time), 31st May 2018.

Please note that the FFA Standard Conditions of Contract are not negotiable.

FFA STANDARD CONDITIONS OF CONTRACT

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 Consultants in which these Conditions have been incorporated by reference;
- (c) "FFA" means the South Pacific 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 Consultants during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) "Term of Engagement" means the entire period during which the Consultants 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 Consultants 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 Consultants 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, FFA shall pay to or reimburse the Consultants for the following allowances, costs and expenses:
- (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 Consultants 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 The consultancy fees payable under the Contract will be paid to the consultants 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 The travel costs and DSA (other than those paid in advance by FFA under Schedule B) 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 Consultant was absent for the purpose of the Consultancy Services from the Usual Place of Residence. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement.

- 4.4 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 'Consultants' and FFA, the fees shall be paid in the currency specified in Schedule B. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in US dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the 'Consultants'.
- 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 Consultants incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

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

6. Indemnity

- 6.1 Subject to the provisions of this Contract, the Consultants 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 Consultants in connection with this Contract.
- 6.2 The Consultants' 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 Consultants covenant and agree 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 Consultants 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 Consultants 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 Consultants 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 Consultants undertake 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 Consultants fail 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 Consultants shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultants in providing the Consultancy Services to FFA fairly and independently.

9. Disclosure of Information

- 9.1 The Consultants 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 Consultants to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultants shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Consultants 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 Consultants and directly attributable to the termination or partial termination of this Contract.

10.2 Upon receipt of a notice of termination the Consultants 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 Consultants 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 Consultants 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 Consultants, signed by the Director-General or Deputy Director-General and forwarded to the Consultants 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 Solomon Islands and the parties agree, subject to the Contract, that the courts of Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.