



FFA

REQUEST FOR PROPOSAL

18th April 2024

RFP No.: CP16_2324

TO: SUITABLY QUALIFIED AND EXPERIENCED ORGANISATIONS AND INDIVIDUAL CONTRACTORS

FROM: DR MANUMATAVAI TUPOU-ROOSEN, DIRECTOR-GENERAL

SUBJECT: READVERTISMENT OF REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT OF PROJECT PROPOSAL FOR CONSTRUCTION OF REGIONAL FISHERIES SURVEILLANCE CENTRE (RFSC).

Proposals are invited in response to Request for Proposal (RFP Ref No: CP16_2324) from suitably qualified and experienced contractor(s) for development of Project Proposal for construction of Regional Fisheries Surveillance Centre (RFSC).

To enable you to submit a 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

Note that the deadline for submission of these Request for Proposals is 5.00pm (local time) – **3rd May 2024.**

Should you have any questions, please contact:

Mr Allan Rahari

Director, Fisheries Operations

FFA

allan.rahari@ffa.int

Otherwise we appreciate your assistance in disseminating this to interested parties/persons.

This request is not to be construed in any way as an offer of contract to any specific party.

Dr Manumatavai Tupou-Roosen

DIRECTOR-GENERAL

INSTRUCTIONS TO BIDDERS**RFP: 16_2324****DEVELOPMENT OF PROJECT PROPOSAL FOR CONSTRUCTION OF REGIONAL FISHERIES
SURVEILLANCE CENTRE (RFSC)****1. Submission of Proposal**

- i) All proposals submitted together with all correspondence and related documents shall be in English.
- ii) All prices in the proposals must be presented in United States Dollar (USD).
- iii) Any proposal received after **5.00pm, Friday 3rd May 2024** 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.
- iv) 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 TOR. The FFA Standard Conditions for Contract are not negotiable.
- v) The proposal should also include:
 - a. A cover letter outlining proposed methodology, workplan and the time lines for undertaking the assignment as per the Terms of Reference (Annex II);
 - b. The CV(s) of personnel who will be assigned to the project, including background and relevant experience of the consultant(s) as well as a summary of any similar work;
 - c. A separate enclosed financial proposal providing a detailed cost summary for the implementation of the TOR which must include the daily fee rate(s) for the personnel, and other resources assigned to the project(s);
 - d. References and project brief of two (2) other similar assignments undertaken in the past.

2. Period of validity of proposals

- i. 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.
- ii. 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. Request for further information

For additional information regarding the tender or to arrange an on-site visit please contact Mr Allan Rahari, Director, Fisheries Operations, FFA - allan.rahari@ffa.int

4. Closing date of proposal

Tenders must be received by 5.00pm (local time) on **Friday 3rd May 2024**

Tenders should be addressed to:

Director General

FFA Tender Committee

Forum Fisheries Agency (FFA)

CP16_2324: Development of Project Proposal for construction of Regional Fisheries Surveillance Centre (RFSC)

PO Box 629

Honiara

OR

Emailed to: procurement@ffa.int please note in the subject line: **CP16_2324 Development of Project Proposal for construction of Regional Fisheries Surveillance Centre (RFSC)**

5. Award of Contract

FFA reserves the right to accept any RFP, and to annul the solicitation process and reject all proposals at any time prior to award of any 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.

The appointed Contractor will need to sign separate non-disclosure agreements relating to data protection and safeguarding of sensitive Information, confidentiality, integrity, availability, and nondisclosure of Information.

6. Notification

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

TERMS OF REFERENCE (TOR)**RFP: CP16_2324****DEVELOPMENT OF PROJECT PROPOSAL FOR CONSTRUCTION OF REGIONAL FISHERIES
SURVEILLANCE CENTRE (RFSC)****1. Background of the Assignment**

The FFA Secretariat recognises the pressing need to address limitations posed by the current size of the Regional Fisheries Surveillance Centre (RFSC) that was setup in its current location in 2009. Given the increasing demand for surveillance and monitoring in regional Pacific tuna fisheries, expanding and modernising the existing centre is crucial. This project aims to enhance the facility to accommodate a larger workforce, foster collaborations with Members and engage with partners for effective fisheries management, including combating Illegal, Unreported and Unregulated (IUU) fishing. The current RFSC facility hosts 9 Secretariat staff as well as the Aerial Surveillance Program, serving 17 Members (Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu & Vanuatu) MCS operational needs.

To accommodate the increasing demands from FFA's member countries for services of the RFSC and to upgrade its current technological capabilities for enhanced surveillance and monitoring, enabling more efficient and effective operations to combat IUU fishing in the region. The FFA intends to construct a 'state of art' Regional Surveillance Centre based at the FFA headquarters in Honiara, Solomon Islands.

The project aligns with the FFA Strategic Outcomes objectives and is a response to the critical issues faced by the region's tuna fisheries sector, including illegal, unreported and unregulated fishing. This calls for expansion in monitoring and surveillance capabilities which is limited by the size of current facilities. The new expanded and modernised Centre is expected to provide an improved centralised hub to coordinate surveillance efforts, analyse and dispatch data and intelligence, host capability development secondments and develop actionable strategies to safeguard our oceanic tuna resources effectively.

The Project is expected to strengthen and facilitate international cooperation and collaboration in fisheries surveillance within the region with FFA surveillance partners, - the Pacific Quadrilateral defence forces of the US, French, Australian and NZ and strengthen internal coordination and communication support to staff in the event of localised emergency situations (such as the use of the RFSC by the Security Committee to support staff during emergency situations in Honiara).

2. Purpose of the Assignment

The appointed Individual Contractor is expected to, in consultation with FFA's Fisheries Operations Division and Properties section, develop a competitive donor proposal for construction of the Regional Fisheries Surveillance Centre (RFSC) and related facilities.

The contractor is expected to familiarize and obtain good understanding of the background of the project and highlight the demand and critical need for the Centre for FFA's member countries. The contractor is also expected to taking into consideration FFA's current donor landscape and the unique selling points of the project, prepare a project funding proposal which will be attract to donors and development partner's interest and secure funding for the project.

3. Specific tasks to be performed by the contractor

Deliverable A: Scoping – preparatory virtual consultations

- a. Meet virtually with stakeholders at FFA to familiarise with the project and to have access to information and documentation relating to the work done so far on the project.
- b. Familiarise with FFA's current funding landscape and opportunities including related donor requirements.
- c. Consult with relevant stakeholders and authorities in Honiara to familiarise with the municipal and legislative requirements of the project.

Deliverable B: Field visit to FFA Secretariat in Honiara (maximum of 10 working days)

- a. **Project Brief:** Presentation to FFA management on the overview of the project, the structure of the project proposal and different concept options for FFA to select from.
- b. **Project Proposal:** Under the supervision of FFA's Director Fisheries Operations the consultant shall develop a comprehensive donor proposal which shall include (but not limited to):
 - i) **Concept drawings** – At least three concepts to be shared with FFA, with the approved concept to be included in the proposal. The concept drawings and design are to be representative of FFA's core values and corporate objectives and be innovative and take into consideration current internationally used environmental and sustainability features for the building.
 - ii) **Project concept paper** - clearly defining the project and linking the project to FFA's strategic outcomes and Regional and Member countries' priorities highlighting the unique selling points relating to the project. The concept paper shall consider both possibilities of either seeking funding from a single donor or multi-donor funding which may require the project to be implemented in phases.
 - iii) **Estimated Cost** - providing broad estimate cost of construction that will be useful to a potential donor.
 - iv) **Project Risk Analysis:** a detailed risk analysis of the project identifying potential risks and proposing mitigating strategies and contingency plans.

4. Expected tangible and measurable output(s)/deliverable(s)

Deliverables A - Project Brief to be presented to FFA Executive Management Team to be submitted within 10 working days of the date of the contract

Deliverable B - Draft Project Proposal to be shared with FFA by 15 working days of the date of the contract. Finalised Report submitted to FFA to be submitted within 20 working days of the date of the contract.

5. Dates and details of deliverables/payments

Deliverable	Output	Expected working days
A	Project Brief: Presentation of an overview of the project, project document structure and different concept options for FFA to select from.	10 days
B	Draft Project Proposal shared with FFA for review and comments	5 days
	Finalised Project Proposal submitted confirmed acceptance of the Proposal by FFA	5 days

Payments will be made upon satisfactory completion and/or submission of outputs/deliverables.

6. Indicators to evaluate the consultant's performance

All the outputs should be submitted in English and meet the satisfaction of FFA according to the following indicators:

- a. Quality of the materials produced
- b. Technical competence
- c. Timeliness of the delivery

7. Qualifications/expertise sought (required educational background, years of relevant work experience, other special skills or knowledge required)

i. **Qualification** - An advanced university (Master's degree or equivalent) in one of the following fields: Project Management, International Development, Proposal writing, economic development, international affairs, organizational development, resource mobilisation, Civil Engineering or other related field.

ii. **Experience** - A minimum of ten (10) years of relevant experience at the national or international level in writing of concepts and proposals in the Pacific Region. Experience of project management in the field and work experience with international organisations/donor agencies would be advantageous.

iii. **Communication** - For this consultancy, fluency in oral and written English is required. Knowledge of another official UN language is an advantage. Good communication and report writing skills and ability to network and collaborate with multiple stakeholders in key organisational and Government positions.

8. Institutional Arrangements

The consultant shall be responsible to FFA's Manager Mr Allan Rahari, Director, Fisheries Operations FFA throughout the period of the consultancy.

FFA will provide:

1. dedicated contact point(s) during the engagement,
2. support and technical operational advice for the duration of the consultancy

9. Duration of the Consultancy

The contract period is expected to be for twenty (20) working days from the date of the contract.

10. Evaluation of RFP

All bids shall be evaluated using a two-stage procedure with evaluation of the technical proposal being completed prior to any financial proposal being reviewed and compared.

Bidders are required to submit their financial and technical proposal as two separate documents.

11. Technical Proposal

The technical Proposal shall be submitted on the Technical Proposal submission form annexed as Annex III. The submission form should be completed detailing each of competency requirements, experience and proposed methodology and project plan for the assignment.

The technical proposal will be evaluated using the following criteria:

Evaluation criteria, competency requirements	Score weight (%)
<p>Qualification</p> <p>An advanced university (Master's degree or equivalent) in one of the following fields: Project Management, International Development, Proposal writing, economic development, international affairs, organizational development, resource mobilisation, Civil Engineering or other related field.</p>	30
<p>Experience</p> <p>A minimum of ten (10) years of relevant experience at the national or international level in writing of concepts and proposals in the Pacific Region. Experience of project management in the field and work experience with international organisations/donor agencies would be advantageous.</p>	40
<p>Communication</p> <p>Fluency in oral and written English is required. Knowledge of another official UN language is an advantage. Good communication and report writing skills</p>	30

and ability to network and collaborate with multiple stakeholders in key organisational and Government positions.	
Total score	100%
Qualification score	70%

12. Financial Proposal

In the second stage of the evaluation process, the financial proposal will be evaluated for those bidders who have attained a minimum of 70% score in the technical evaluation.

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. Financial proposals should provide a budget for the project with the cost of each Security Risk Assessment which will be conducted including professional fees, travel and accommodation and any other costs associated with the completion of this consultancy.

Price may be quoted in United States Dollars (USD).

FFA STANDARD CONDITIONS OF CONTRACT
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1. Definitions

1.1 In this Contract:

- (a) "Consultancy Services" means the Consultancy Service to be performed by the Contractor.
- (b) "FFA" means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (c) "Contract" means the Contract between FFA and the Contractor and all other schedules and documents, if any, annexed to the Contract or incorporated therein and intended to form part of the contractual relationship between the parties;
- (d) "Contractor" means *INSERT NAME*
- (e) "Confidential Information" means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by FFA as confidential;
 - (iii) the Contractor knows or ought to know is confidential;

but does not include information which:

- (iv) is or becomes public knowledge other than by breach of this Contract;
- (v) is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from FFA;
- (vi) has been independently developed or acquired by the Contractor.
- (f) "Usual Place of Residence" means the place of residence of the Contractor designated in the Contract;
- (g) "Term of Engagement" means the entire period during which the Contractor 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 Contractor in respect of the Consultancy Services at the rate and in the currency specified in the second Schedule to the contract. For the purpose of determining the amount of such fees:

- (a) Where fees are expressed in terms of a monthly rate each month shall be deemed to be of thirty days, and the time spent in performing the Consultancy Services shall

include travel time, weekends and public holidays. Fees in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth of one month.

- (b) 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 Contractor in performing the Consultancy Services, including travel time.

2.2 Except as otherwise agreed between FFA and the Contractor, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Travel, Allowances and Expenses

3.1 In addition to the fees specified in clause 2 and subject to the First and Second Schedules, FFA shall pay to or reimburse the Contractor 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 Contractor 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 Contractor 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 Contractor 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 maximum fees payable under the Contract will be paid in accordance with the second Schedule.

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 Contractor 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 (other than those paid in advance by FFA under Schedule B), DSA and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Contractor to FFA at the conclusion of the Term of Engagement supported by such receipts or other evidence as FFA may reasonably require to establish that the Contractor was absent for the purpose of the Consultancy Services from the Usual Place of Residence or that the expenditure was incurred in the amount and currency and in the manner claimed. Where an advance of DSA has

been made, FFA shall require the Contractor to complete a reconciliation of advance against actual entitlement.

4.4 Unless otherwise agreed between the Contractor and FFA, the fees shall be paid in the currency specified in the second Schedule. All travel costs, allowances, and 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.

4.5 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 Contractor incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

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

6. Indemnity

6.1 Subject to the provisions of this Contract, the Contractor 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 Contractor in connection with this Contract.

6.2 The Contractor'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 Contractor covenants and agrees that:

- (a) During the Term of Engagement, he shall devote the whole of his 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. He 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 he shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him.
- (b) At all times he 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) He shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.

- (d) He 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 Contractor 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 Contractor 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 Contractor warrants that, to the best of his 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 Contractor 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 Contractor fails to notify FFA or is 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 Contractor shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Contractor in providing the Consultancy Services to FFA fairly and independently.

9. Confidentiality and Disclosure of Information

9.1 The Contractor 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. In any case, the Contractor shall be bound by protocols and policies set out in the *FFA Information Security Management System* in the handling and management of any Confidential Information.

9.2 FFA may at any time require the Contractor to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Contractor shall promptly arrange for all such undertakings to be given.

9.3 The obligation on the Contractor 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 Contractor and directly attributable to the termination or partial termination of this Contract.

- 10.2 Upon receipt of a notice of termination the Contractor 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 the Second Schedule 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 Contractor under this Contract, together exceed the total fees set out in Second Schedule.

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 Contractor to FFA, addressed and forwarded to the Director, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
- (b) if given by FFA to the Contractor, signed by the Director or Deputy Director and forwarded to the Contractor 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 the First Schedule 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.