



FFA

REQUEST FOR PROPOSAL

30 April 2024

RFP No.: CP14_2324

TO: SUITABLY QUALIFIED AND EXPERIENCED ORGANISATIONS AND INDIVIDUAL CONTRACTORS

FROM: DR MANUMATAVAI TUPOU-ROOSEN, DIRECTOR-GENERAL

SUBJECT: RE-ADVERTISEMENT - REQUEST FOR PROPOSAL (RFP) FOR REVIEW OF FFA ADMINISTRATION OF THE TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Proposals are invited in response to the Request for Proposal (RFP Ref No: CP14_2324) from suitably qualified and experienced contractor(s) to review the FFA administration of the Treaty on Fisheries between the Governments of certain Pacific Island States and the Government of the United States of America.

To enable the submission of a proposal, the following documents are attached:

Annex I: Instructions to Bidders.

Annex II: Terms of Reference, containing the 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 the Request for Proposals is on **10th May, 2024** at 5.00pm (Solomon Islands time).

Should you have any questions, please contact:

Mr Kaburoro Ruaia, Manager US Treaty, on email:

kaburoro.ruaia@ffa.int

Dr Manumatavai Tupou-Roosen

DIRECTOR-GENERAL

INSTRUCTIONS TO BIDDERS

RFP: CP14_2324

REVIEW OF FFA ADMINISTRATION OF THE TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA**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 **10th May 2024** at 5.00pm Solomon Islands time will not be considered. FFA may, at its discretion, extend the deadline for the submission of proposals by placing a notice in its social media platforms, including in particular the FFA Website www.ffa.int. 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 timelines for undertaking the assignment as per the TOR (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 please contact Mr. Kaburoro Ruaia on email kaburoro.ruaia@ffa.int

4. Closing date of proposal

Tenders must be received on **10th May 2024** by 5.00pm (Solomon Islands time)

Tenders should be addressed to:

Director General

FFA Tender Committee

Forum Fisheries Agency (FFA)

RFP Ref No: CP14_2324 Request for Proposal (RFP) for Review of FFA Administration of the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of The United States of America.

PO Box 629

Honiara

OR

Emailed to: procurement@ffa.int please note in the subject line: RFP Ref No: P14_2324 Request for Proposal (RFP) for Review of FFA Administration of the Treaty on Fisheries Between the Governments of certain Pacific Island States and the Government of The United States of America.

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.

5. 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: CP14_2324****REVIEW OF FFA ADMINISTRATION OF THE TREATY ON FISHERIES BETWEEN THE GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA****Background**

The Pacific Island Parties (PIPs) have agreed to a review of the cost effectiveness and efficiency of the administration of the *Treaty on Fisheries between Certain Governments of the Pacific Island States and the Government of the United States of America* (the “Treaty”). The review was requested in response to changes impacting the Treaty post-2022, including the declining trend in the number of fishing vessels operating under the Treaty and the substantial increase in US Government funds, and the need to ensure that the budget and work programme for Administration is fit for purpose and meets the needs of the Treaty partners.

Pursuant to the Treaty, the FFA Secretariat is the Administrator of the Treaty and is therefore responsible for its implementation. The Administration has been undertaken with a current fixed budget provision of US\$1.265 mil per annum. The Treaty administration budget is sourced from the US Government fixed annual contribution with any surplus being returned to PIPs in subsequent years through an agreed internal distribution.

The Treaty has been in operation for over 32 years, since it first came into force in June 1988, noting that it does not have a sunset clause. The annual budget for the Treaty administration varied over the period, including a number of extensions of the financial package, but averaged US\$1 million. The major expenditure for the Treaty administration budget is the cost of the annual meetings of the parties and working group sessions, including the renegotiation sessions whenever required. An average of three staff have been engaged on a permanent basis for the Treaty administration – one professional and two support staff.

Relevant to this work is a series of reviews on FFA fees and charges, the FFA US Treaty Observer Programme and management fee that may inform considerations within the scope of work of these terms of reference.

The review is timely with the FFA Strategic Plan (2020-2025) highlighting the need to ensure the structure and delivery models of services provided by the Agency are fit-for-purpose. The most recent review of the Treaty administration was undertaken in 2013.

Objectives of the Review

The objective of the review is to ensure that the Treaty administration unit and business operations are efficient, cost effective and fit for purpose under revised Treaty arrangements for 2024 and beyond.

An assessment of the services delivered by the FFA Secretariat in relation to Treaty Administration, and the cost effectiveness and efficiency of the delivery of those services, including under future Treaty arrangements, is the main focus of this review.

Scope of Services

The Consultant is expected to undertake the following:

1. Assessment of the services required to be delivered in order to effectively administer the Treaty, including the once-off USD5 million fund and the Article 3 work;
2. Review of the services provided by the Treaty Administration unit from 2013 to 2023 against the budgets and expenditures of the unit during this period. This should include, inter alia, specific areas of work in relation to the Treaty administration unit within FFA:
 - a. Formulation and approval of the annual budget and work programme;
 - b. Issue of Regional Licenses to US vessels fishing pursuant to the Treaty;
 - c. Payment of license fees and other financial requirements;
 - d. Secretariat's levy for services;
 - e. Banking and investment of funds before distribution;
 - f. Distribution of Treaty funds;
 - g. Vessel reporting requirements and obligations;
 - h. Administration of the Project Development Fund (PDF) and any other funds under the Treaty, including associated the criteria to access the funds and reporting requirements;
 - i. Annual financial and audit reporting;
 - j. Coordination of annual and special meetings of the PIPs and Consultation with the US;
 - k. Annual reporting to the PIPs; and
 - l. Treaty Unit structure within the FFA structure, including number of personnel.
3. Consult with relevant FFA Secretariat and SPC-OFP staff, US Government and ATA, and PIPs on planning and delivery of Treaty administration services provided by FFA.
4. Provide an assessment of the cost effectiveness and efficiency of delivery of those services by FFA over this period.
5. Consider the service delivery requirements under future Treaty arrangements taking into account the increased financial US government contribution and associated administration requirements as well as the size of the US fleet operating under the Treaty and associated administration requirements.
6. Assess how the FFA supported strategic planning for Treaty negotiations, and consider if and how this might be strengthened into the future.

The DDG and the Treaty Manager will be the main informants for this review, but the consultant will report to the steering committee to ensure independence.

Deliverables

The review is expected to deliver a report that will cover the following in a forward-looking approach:

- (i) Overview of the current administrative and operational requirements under the Treaty and how these may change under revised Treaty arrangements;
- (ii) Assessment of the relevance of the work programme of the Treaty Administration unit for the implementation of the Treaty;
- (iii) Identification of changes that may be required to the budget and work programme and delivery model of the Treaty administration unit as well as any recommended changes to the structure and staffing of the unit; and
- (iv) Make recommendations relating to:
 - a. The required services to be provided under revised Treaty arrangements in relation to Treaty administration (noting that this is still subject to ongoing discussion by the Parties to the US Treaty and further information may be required to inform this aspect of the review);
 - b. Improving the cost effectiveness and efficiency of the delivery of Treaty administration services;
 - c. The appropriate basis for determining the Treaty Administration budget as well as how those costs should be recovered from the US government.

Time Schedule and Reporting Requirements

This work is to be completed by **Friday 31 May 2024** and a report shall be provided to the Secretariat for circulation to and discussion with Members, noting that a draft will be provided to the Steering Committee for feedback and direction.

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.

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 (%)
Experience and Expertise <ul style="list-style-type: none"> ● Organizational Profile, previous experience undertaking similar assignments; ● Experience working with Regional organisations and entities similar to FFA in the Pacific. 	30
Methodology proposed demonstrating good understanding of the requirements of the assignment. Work Plan for the assignment submitted clearly outlining the key deliverables, the proposed technical approach and timelines, highlighting the risks and mitigating measures and specific industry best practices or standards being proposed.	40
Key personnel assigned to Project have the appropriate competencies, qualification and certifications. Please provide details of key personnel who will be assigned to the Project, their CVs and proof of their qualification.	30
Total score	100%
Qualification score	70%

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 including professional fees, travel and accommodation and any other costs associated with the completion of this consultancy.

The price must be quoted in United States Dollars (USD).

FFA STANDARD CONDITIONS OF CONTRACT

RFP: CP14_2324

**REVIEW OF FFA ADMINISTRATION OF THE TREATY ON FISHERIES BETWEEN THE
GOVERNMENTS OF CERTAIN PACIFIC ISLAND STATES AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

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 the 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.