



FFA

TENDER REF: CP11_2122

DATE: 4 July 2022

TO: SUITABLY QUALIFIED MONITORING AND EVALUATION SERVICES PROVIDERS

FROM: DR. MANU TUPOU-ROOSEN, DIRECTOR-GENERAL

SUBJECT: REQUEST FOR PROPOSAL FOR PROVISION OF MONITORING AND EVALUATION OF THE FFA REGIONAL MONITORING, CONTROL AND SURVEILLANCE STRATEGY (RMCSS) 2018- 2023

You are invited to submit a proposal to provide monitoring and evaluation of the FFA Regional Monitoring, Control and Surveillance (RMCSS) 2018- 2023.

This invitation briefly explains the proposal process and requirements of the assessment. In addition to this request to quote, you will receive a package of information to assist you in the preparation of your quotation.

To enable you to submit a proposal for the work, please find enclosed:

ANNEX I - Instructions to bidders

ANNEX II - Terms of Reference

ANNEX III - FFA Standard Conditions of Contract

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

Yours sincerely,

Dr Manumatavai Tupou-Roosen
DIRECTOR-GENERAL

ANNEX - I

INSTRUCTION TO BIDDERS

RFP NO: CP11_2122

REQUEST FOR PROPOSAL FOR PROVISION OF MONITORING AND EVALUATION OF THE FFA REGIONAL MONITORING, CONTROL AND SURVEILLANCE STRATEGY (RMCSS) 2018- 2023

Request for Proposal (RFP)

RFP is invited from interested Consultants who have extensive experience in monitoring and evaluation of policies, in particular fisheries MCS policies/ strategies or related fisheries policies. Detailed experience and understanding of the work of FFA and its members on MCS at national and regional level is essential.

Submission of Proposal

All RFP should be submitted together with all relevant documents and shall be in English.

Hard copy applications shall be sealed and should comply with the directions contained herein and addressed to: The Director-General, Pacific Islands Forum Fisheries Agency, P O Box 629, Honiara, SOLOMON ISLANDS - Telephone (677) 21124 and Fax (677) 23995. – Attention RMCSS Review Tender.

Submission of proposals as electronic PDF files will be acceptable, sent by email to procurement@ffa.int and the subject must detail the RFP request for proposal number (RFP) and subject title.

RFP's should be of no more than five (5) pages not including relevant CV's or necessary attachments.

In submitting a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out in Annex II, with appropriate explanatory comments, proposed timelines for implementing the delivery of the required work.

The successful bidder will be required to sign an FFA standard contract for the delivery of services. The FFA Standard Conditions for Contract (Annex III) are not negotiable.

The proposal should also include:

1. A cover letter outlining proposed methodology and timelines for undertaking the review as per the terms of reference (ANNEX II)
2. A maximum of 10 pages of information and the CVs of the personnel proposed to complete the work.
3. A separate enclosed financial proposal providing a detailed cost summary for carrying out the work.

Period of validity of Proposal

Proposals shall remain valid for forty (40) 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.

RFPs are invited from interested monitoring and evaluation service providers who are able to deliver the expected services.

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.

Objective

The aim of the M&E assessment is to assess the success of activity implementation under the RMCSS as well as a strategic evaluation of the RMCSS goal.

The outcome of the M&E assessment report will assist inform the review and update of a new regional monitoring, control and surveillance strategy that will guide and focus MCS activities in the region for the next five years (2024- 2029).

As such, consultants with M&E expertise and experience in M&E of fisheries policies, specifically monitoring, control and surveillance are invited to undertake a monitoring and evaluation of the RMCSS, as preferred suppliers.

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 being 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 evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as outlined in the following table.

Competency Requirements	Score Weight (5)	Total Obtainable
Demonstrated experience in M&E for fisheries MCS or fisheries related policies	40	80
Good understanding of the work of FFA and its members on MCS in the region	20	40
Experience engaging with FFA and its membership including with relevant representatives from WCPFC, SPC and PNA Office.	20	40
Demonstrated communication and analytical skills, including effective report writing	20	40
Total Score	100%	200
Qualification Score	70%	140

Financial Proposal

The financial proposal is to be submitted as a separate document for the consultancy services. Price may be quoted in United States Dollars (USD) or Solomon Dollars (SBD)

Reference

All submissions are required to provide evidence of professional or technical capacity such as educational or professional qualifications, details of experience on similar projects.

All submissions are required to verify financial capacity, example evidence may include a bankers reference, audited financial statements, details of professional indemnity insurance or a track record of successful delivery to clients.

Request for further Information

For further information regarding this invitation please contact the Forum Fisheries Agency:

Email: jason.raubani@ffa.int

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.

Closing date of proposal

Quotations must be limited to 10 pages and must be emailed to: procurement@ffa.int at the FFA

Submission of proposals responding to this invitation should be received by **5pm, Friday 12 August 2022 (Solomon Islands time and date)**. Late applications will not be considered.

All tenders shall be addressed to the *Director General* (DG) and sent as follows:

FFA Tender Committee
Forum Fisheries Agency (FFA)
PO Box 629 Honiara
Solomon Islands
or **emailed in pdf format to** procurement@ffa.int

Notification

The names of winning bidders shall be advertised on the FFA website:

www.ffa.int/employment/tenders/tender_results

ANNEX - II

TERMS OF REFERENCE

RFP No: CP11_2122

REQUEST FOR PROPOSAL FOR PROVISION OF MONITORING AND EVALUATION OF THE FFA REGIONAL MONITORING, CONTROL AND SURVEILLANCE STRATEGY (RMCSS) 2018- 2023

Background

The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1977 which adopted the Declaration on the Law of the Sea and a Regional Fisheries Agency and outlined its functions. FFA strengthens national capacity and regional solidarity so its 17 members can manage, control, and develop their tuna fisheries now and in the future.

Based in Honiara, Solomon Islands, FFA's 17 Pacific Island members are 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, and Vanuatu.

FFA was established to help countries sustainably manage their fishery resources that fall within their 200-mile Exclusive Economic Zones (EEZs). FFA is an advisory body providing expertise, technical assistance, and other support to its members who make sovereign decisions about their tuna resources and participate in regional decision-making on tuna management through agencies such as the Western and Central Pacific Fisheries Commission (WCPFC).

FFA consists of the governing body - the Forum Fisheries Committee (FFC) which is constituted by officials and Ministers, and a Secretariat. The Secretariat, with a current establishment of approximately ninety positions, is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operations, and Corporate Services. FFA is led by an executive management unit headed by the Director-General.

The Vision of the Members of the Pacific Islands Forum Fisheries Agency is: "Our people will enjoy the highest levels of social and economic benefits through the sustainable use of our offshore fisheries resources".

The Mission of the Forum Fisheries Agency is: "To drive regional cooperation to create and enable the maximum long term social and economic benefit from the sustainable use of our shared offshore fishery resources."

The work of the Agency includes services delivered by three programmes: Fisheries Management, Fisheries Development and Fisheries Operations. Each of these programmes have specific areas or topics that require training for effective implementation. The Agency also has an Executive that delivers High Level Advice and a Corporate Services Division.

Objectives

The objective of this RFP is to select and appoint the most suitable candidate as a Monitoring and Evaluation Specialist to undertake a monitoring and evaluation of the FFA Regional Monitoring, Control and Surveillance Strategy (RMCSS) 2018- 2023.

FFA Regional Monitoring, Control and Surveillance Strategy (RMCSS) 2018- 2023

In May 2018, the Forum Fisheries Committee (the FFA Governing body) officially endorsed the Regional Monitoring, Control and Surveillance Strategy (RMCSS) 2018 – 2023.

The main purpose of the Strategy is to guide compliance and enforcement with fisheries management frameworks and associated measures at national, subregional and regional levels to ensure FFA Members enjoy the highest level of social and economic benefit from the sustainable use of shared offshore fishery resources.

The goal of the strategy is to reduce IUU fishing in Pacific tuna fisheries through enhanced MCS programmes and strengthening compliance and enforcement throughout the regional MCS framework.

The Strategy has four overarching priority objectives for the regional MCS framework designed to support the goal. The four priority objectives are further supported by a number of actions and corresponding performance indicators (PIs) designed to monitor progress through effective regional and national implementation and associated data collection.

FFA maintains an implementation matrix against the strategy. The matrix is used for monitoring implementation progress of the actions at both national and regional level and associated outcomes. It is updated on an annual basis and a summary result is reported to the Monitoring, Control and Surveillance Working Group (MCSWG) meeting. This implementation matrix will be provided to the consultant together with relevant MCSWG papers. In addition, the consultant is expected to conduct interviews with the Secretariat, FFA Members and partners to assist with informing the review.

The strategy is a five-year plan commencing in 2018 and will expire next year 2023. Since adoption, progress of implementation of activities has been steadily progressing. In its third fiscal year (2020/2021) of implementation, good progress has been made and significant number of activities have been *fully completed* with only a few *partially completed* or *not started*

Scope of the task

The scope of the review of the strategy will cover the period 2018- 2022. The FFA wishes to appoint a suitably qualified and experienced specialist to provide the following services.

1. Conduct a monitoring and evaluation assessment of the RMCSS 2018- 2023, specifically:
 - a. the extent of accomplishment and challenges in the implementation of activities both at national and regional level;
 - b. relevance and effectiveness of the activities to combat IUU.
2. Assess the strategic achievement of the RMCSS goal which is *'the reduction of IUU fishing in Pacific tuna fisheries through enhanced MCS programmes and strengthening compliance and enforcement throughout the regional MCS framework'*;
3. Provide a report documenting accomplishment, challenges and recommendations for refinement as a way forward for a new and updated RMCSS; and
4. Provide recommended guidance that will form the basis to assist FFA for an updated RMCSS beyond 2023.

Expected Output

A comprehensive and detailed report providing:

- Accomplishment and challenges in the implementation of the RMCSS and way forward to improving implementation; and
- Clear recommendations in relation to guiding the update of RMCSS beyond 2023.

Expected Outcome

- Better understanding of the impacts of the RMCSS to improve MCS and reduce IUU fishing at the national and regional level; and
- Basis for the review and update of a new RMCSS beyond 2023.

Possible Indicative Input Timelines

The consultant will be required to undertake the work in a period no longer than thirty (30) calendar working days after the commencement of the consultancy.

ANNEX III

FFA STANDARD CONDITIONS OF CONTRACT

CP11_2122

REQUEST FOR PROPOSAL FOR PROVISION OF MONITORING AND EVALUATION OF THE FFA REGIONAL MONITORING, CONTROL AND SURVEILLANCE STRATEGY (RMCSS) 2018- 2023

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 Institution 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 Institution 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 Institution without restriction in relation to disclosure before the date of receipt from FFA;
 - has been independently developed or acquired by the Institution
- (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 Institution in performing the Consultancy Services, including travel time.

2.2 Except as otherwise agreed between FFA and the Institution, 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 Institution for the following:

(a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Institution 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 Institution 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 Institution 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 Institution 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 Institution 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 Institution 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 Institution.
- 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 Institution 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 Institution in connection with this Contract.
 - 6.2 The Consultant’ 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 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 Institution 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 Institution 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 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 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 Institution 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 Institution 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.