



REQUEST FOR PROPOSALS (RFP) TO: SUITABLY QUALIFIED INSURANCE CONSULTANTS

RFP No: CP03 - 17/18

Date: 1 November 2017

SUBJECT: DEVELOP BEST PRACTICES OF INSURANCE COVERAGE FOR FISHERIES OBSERVERS FOR THE MEMBER COUNTRIES

Proposals are sought from suitably qualified and experienced Consultants or Consultancy firms to undertake a study of the different insurance coverage options that are available for Pacific Islands Fisheries Observers that are deployed on fishing vessel in the Western and Central Pacific Ocean and employed by the member countries.

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 of contract to any specific party.

James T. Movick
DIRECTOR-GENERAL

ANNEX I

INSTRUCTIONS TO BIDDERS

RFP No: CP03 - 17/18

To Develop Best Practices of Insurance Coverage for Fisheries Observers for FFA Member Countries

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 Dollars (USD).
- 1.3. Any proposal received after 30 November 2017 will be rejected. FFA may, at its discretion, extend the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.
- 1.4. In tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire scope of work. The FFA Standard Conditions for Contract are not negotiable.
- 1.5. The proposal should also include:
 - i. A cover letter which must nominate the countries proposed for the research and engagement for FFA members and address the competency requirements in the table below and provide a brief outline of methodology for the study;
 - ii. The CV of the proposed consultant(s), including background, with references and relevant experience referencing previous employer branding work;
 - iii. A separate enclosed financial proposal providing a detailed cost summary for the implementation of the work which must include the daily fee rate(s) for the consultant(s).

2. Period of validity of proposals

- 2.1. Proposals shall remain valid for thirty (30) 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 consultant is expected to deliver a written draft report to FFA. FFA will review the report and provide comments after a further ten working days after which the final report will be provided within a further five working days.

4. Consultant Profile

While FFA is open to other suggestions, it is expected that the work could be most effectively carried out by a consultant or firm with insurance policy background. The consultant should have extensive demonstrated experience in insurance policies, with proven understanding of current trends in the offshore workers insurance policy and liability and means of influencing and mobilising support for FFA and fisheries observers' insurance policy for member countries.

5. Timing

Fieldwork for the consultancy will be carried out in December 2017 and January 2018. The Final Report must be received by 31 January 2018.

5. 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 overall evaluation weighting shall be 80% Technical and 20% Financial.

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 Weighting (%)
1. Personnel assigned	30
2. Proposed methodology.	30
3. Past experience in undertaking similar assignments.	20
4. Demonstrated skills in report writing and communication.	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.

5. Financial Proposals

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, and any others costs associated with the completion of this work.

Bidders will propose the estimated time required to undertake the consultancy.

6. Request for further information

Queries or questions are to be emailed to the Manager Human Resources, Administration and Performance Management, Corporate Services Division, FFA, email: penny.matautia@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 "CP03 - 17/18 DEVELOP BEST PRACTICES OF INSURANCE COVERAGE FOR FISHERIES OBSERVERS FOR MEMBER COUNTRIES.

Alternatively posted or delivered to:

DIRECTOR GENERAL

(FFA Tender Committee)

Forum Fisheries Agency (FFA)

CP 03 17/18 - DEVELOP BEST PRACTICES OF INSURANCE COVERAGE FOR FISHERIES OBSERVERS FOR MEMBER COUNTRIES.

PO Box 629

HONIARA

Solomon Islands

All proposals must be received by FFA before **5.00pm** (Solomon Island time), **30 November 2017**

10. Timing

FFA will ensure prompt selection of the consultant(s), who should be ready to mobilise during December. The final report must be accepted no later than 31 January 2018.

11. 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

TO DEVELOP BEST PRACTICES OF INSURANCE COVERAGE FOR FISHERIES OBSERVERS FOR MEMBER COUNTRIES

Background

About the Pacific Islands Forum Fisheries Agency

1. The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1978 which adopted a Declaration on the Law of the Sea and the establishment of a regional fisheries agency and outlined its functions. Tuna fisheries plays a significant contribution to many FFA members' economies and is an important source of revenues for government and export earnings. In recent years FFA has been mandated to concentrate on the management, development and operational compliance of the tuna fishery in the Central and Western Pacific Ocean. This fishery is now one of the largest in the world, catching around 2 million tonnes annually. The Agency is responsible for assisting its 17 members to coordinate sustainable tuna fishery management policies in their exclusive economic zone waters, and for promoting the development of their tuna fishery resources while maintaining operational compliance with national and regional tuna fisheries arrangements.. Attracting capable candidates into a career in fisheries is therefore essential to the overall economic advancement of members

FFA's Role for its Members

2. FFA consists of the Forum Fisheries Committee (FFC) of officials and FFC Ministerial Meeting, which are its governing bodies, 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: "We will enjoy the highest levels of social and economic benefits for our people through the sustainable development of our fisheries resources".

The Mission of the Forum Fisheries Agency is: "To support and enable our members to achieve sustainable fisheries and the highest levels of social and economic benefits in harmony with the broader environment".

The work of the Agency is delivered through three programmes: Fisheries Management, Fisheries Development and Fisheries Operations.

To Develop Best Practices of Insurance Coverage for Fisheries Observers for Member Countries

3. For many years, Pacific Island countries have been observer service providers and deploy approximately 800 fisheries observers on fishing vessels annually. Observer safety has been underlined by FFC Ministers as a key priority for FFA Members. A key area of concern that has come to the fore is the observer's insurance coverage. It is clear from discussions with Members, including at the recent MCS Working Group in March 2017 that the scope and application of such coverage is varied across the

observer programmes. It is also clear that the lack of a standardized and systematic manner for ensuring insurance coverage continues to put our observers in a difficult situation in the event of injury and death whilst performing their duties.

Adequate insurance coverage for observers is essential, given that their role carries certain high risks. In July 2016, the FFC strengthened the MTCs on observers' insurance in the following two key ways:

- a. It includes the travel of observer to and from the vessel in addition to cover on board the vessel); and
- b. The "full insurance coverage" would include the following component:
 - i. in the event of injury or illness of the observer, full repatriation and medical costs, as applicable, where the observer is returned to port for medical reasons;
 - ii. in the event of injury or death of the observer, to pay for the autopsy, funeral expenses, and adequate costs for medical, repatriation, loss of earnings, and other related expenses as applicable.

It was recognised at the time of adopting these MTCs that further work is still required to refine these conditions. Specifically in respect of insurance policies, key questions arising include: what insurance policies are currently in place? What does *full* insurance coverage entail? What are *adequate* costs for medical, repatriation or loss of earnings? What *other related expenses* can be expected? Would it be useful to identify a list of *FFC-approved* insurance companies, which provide the full insurance coverage required, to be used by operators? What is the practice for obtaining insurance for observers? What contractual arrangements are in place for observers? Who should be responsible for purchasing (not the cost) of the policy?

In May 2017, the Forum, Fisheries Committee endorsed the MCSWG's recommendation that a **workshop be held to assess what insurance arrangements are in place in order to see whether there is a way that best practices can form the basis for a clear policy or strategy for observers.**

A study is required to (i) highlight the 'best practice' minimum standards for an insurance policy for an Observer and (ii) assess its feasibility with well-established insurance providers.

Project Purpose, Objectives and Outcomes

4. The objective is to develop, in close consultation with the FFA Secretariat, draft best practices that would inform a regional insurance strategy for observers, for the consideration of Members.

Scope of Work

5. The consultant will clarify the roles and responsibilities of various players involved in handling insurance, discuss the different types of insurance coverage that are provided by various insurance policies and the benefits and compensation that would be awarded to an injured or deceased observer under various policies.

The consultant will be required to consult insurance experts for legal opinion and interpretation on the kind of insurance that is flexible and can be applicable to fisheries observer in the pacific region. In particular, the consultant shall undertake the following:

- Analyse available insurance policies used by FFA member countries;
- Discuss any practical issues with obtaining and applying full insurance coverage with leading observer providers, electronically and including at the Observer Coordinators workshop;
- Provide options for 'best practice' minimum standards for observer insurance policies;

- Gather any information available on key cases proven to be successful (or unsuccessful) including recommended actions and lessons learned;
- Present this report to the Regional Observer Insurance Policy Workshop.
- Collect and analyse information from insurance providers on different offshore workers compensation policies and insurance cover applicable to observers in the Pacific;
- Collect and analyse information member countries on their respective workers compensation policy and how observers can fit in;

Milestone

6. The consultant is expected to deliver within the set milestone as follows:
- 11 December 2017 - Conceptual meeting with FFA Director of Operations and Manager Observer Programme;
 - 18 December 2017 – 31 January 2018 – Consultant undertake work;
 - 31 January 2018 – Consultant submit report;

Outputs and Deliverables:

7. The expected results of the study are:
- Provide a comprehensive feasibility study report to Pacific Islands Forum Fisheries Agency (FFA), including how the observer insurance scheme could work;
 - Monitoring and Evaluation plan for the observer insurance scheme with realistic and clear input and outcome indicators which will aid FFA in assessing the effectiveness of the scheme;

Annex III: 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 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 willful, 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 prepaid 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.