



**FFA**

## REQUEST FOR PROPOSAL

**TO : SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS.**

**RFP No.: CP16\_2021: INDEPENDENT MID-TERM REVIEW (MTR) CONSULTANT (S)**

**DATE : 26 April 2021**

Submissions are invited from interested parties to submit a proposal in response to the attached request for proposals to carry out a mid-term review of three projects funded by the New Zealand government.

To enable you to submit a Request for Proposal (RFP) for this work, please find enclosed:

Annex I : Instruction 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 Mahumātavai Tupou-Roosen  
**DIRECTOR-GENERAL**

## Annex I

**Instruction to Bidders**  
**REQUEST FOR PROPOSALS No. CP16\_2021**  
**INDEPENDENT MID-TERM REVIEW (MTR) CONSULTANT (S)**

### 1. Submission of Proposals

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

If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing and evaluation purposes.

1.2. All prices in the proposals must be presented in US Dollars (USD).

1.3. The deadline for submission of proposals is **5.00pm on Friday 14<sup>th</sup> May 2021 Solomon Islands Time (SBT)**. Any proposal received after this date will not be considered. 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 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 implementation and delivery of the required work.

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

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology and timelines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. A maximum of 10 pages of information on the CVs of the personnel proposed to complete the work, the background and relevant experience of the consultants or agency proposed to complete the work as well as a summary of any similar or related work; and
- iii. A separately enclosed financial proposed providing a detailed cost summary for the implementation of the work.

## 2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

## 3. Outputs required

It is envisaged that the mid-term review will be performed through 5 phases – preparation, inception, research, reporting and follow-up and dissemination. Some key activities during these phases include development of research tools, document review, data collection, project related interviews with FFA staff and stakeholders, analysis/ interpretation, report writing and presentation to key stakeholders.

Key deliverables/ expected outputs of the review are specified in *Section 5 of Annex II*.

## 4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

The attributes (knowledge, skills, experience) required of the bidder (s) include:

- Evaluation expertise and experience, including undertaking development evaluations;
- Knowledge and experience of the Pacific;
- Relevant technical experience and knowledge in in a development context – Fisheries sector;
- Evidence of analytical competencies if required (for example, gender, cost-benefit, contribution analysis); and
- Appropriate research, report writing and presentation skills.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix.

Competency Requirements	Score Weight (%)	Total Obtainable Score
Cited examples of relevant similar or related experience.	20	40

Knowledge and experience of the development context in the Pacific – fisheries sector would be an advantage.	30	60
The methodology proposed to undertake the required work and the timeline proposed for completion of the work and submission of final report.	30	60
Evidence of analytical competencies for e.g., gender, cost benefit, contribution analysis.	20	40
<b>Total Score</b>	<b>100%</b>	<b>200</b>
<b>Qualification Score</b>	<b>70%</b>	<b>140</b>

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 in account the accumulative scores of technical and financial evaluations. Refer to *Section 4 of Annex II* for further information.

#### 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 other costs associated with the completion of this work.

#### 6. Requests for further information

Queries or questions are to be directed to FFA contacts, Luisa Tagicakibau via email to [luisa.tagicakibau@ffa.int](mailto:luisa.tagicakibau@ffa.int).

#### 7. Award of Contract

A contract shall be issued to the successful bidder (s) and payment will be made, in accordance with the contract, upon successful completion and submission of the required outputs.

Tenders should be addressed to:

***The Director-General***

*FFA Tender Committee Procurement reference number CP16\_2021–Independent Mid-Term Review (MTR) Consultant (s)*  
*PO Box 629 Honiara, Solomon Islands*



or the Tender document may be emailed in pdf format to [procurement@ffa.int](mailto:procurement@ffa.int) with the subject line: **Procurement Reference Number CP16\_2021– Independent Mid-Term Review (MTR) Consultant (s)**

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 RFP without any change in unit price or other terms and conditions.

9. Closing date for proposals

Proposals should be emailed to [procurement@ffa.int](mailto:procurement@ffa.int) with copies to the above contacts with the subject line heading "Independent MTR Consultant". The deadline for receipt of proposals is 5.00pm on Friday 14th May 2021 Solomon Islands Time (SBT).

Note: The FFA Standard Conditions of Contract are not negotiable.

## Annex II

**Terms of Reference**  
**REQUEST FOR PROPOSALS NO. CP16\_2021**  
**INDEPENDENT MID-TERM REVIEW (MTR) CONSULTANT (S)**

### Title

**A MID-TERM REVIEW OF PROJECTS FUNDED BY NEW ZEALAND:**

- ***Improving South Pacific Tuna Longline Policy and Management (SPLL);***
- ***Pacific Islands Port State Measures (PIPSM);***
- ***Catch Documentation and Enhancing Compliance in Pacific Tuna Fisheries (CDEC).***

## 1 Introduction

### 1.1 Project Background

The Pacific Islands Forum Fisheries Agency (FFA) is the recipient of funding from New Zealand through its Ministry of Foreign Affairs and Trade (MFAT) of an invested total of NZD \$14,657,628.00 to implement the three critical projects which ensure that tuna stocks are sustainably caught and that benefits from the tuna fishery are returned to Pacific countries. This is reflective of New Zealand's commitment to ensuring that fisheries support aligns with the priorities of Pacific countries, as outlined in the Regional Roadmap for Sustainable Pacific Fisheries and Pacific leaders' announcements at the Pacific Islands Forum (PIF) in 2015.

These projects are specified below and form the basis for this mid-term review.

a. Improving South Pacific Tuna Longline Policy and Management (SPLL):

This project commenced in February 2017 and has a funding allocation of **NZD \$7,095,665** for a term of five years. The goal of the project is ensuring ***increased economic and food security benefits from a sustainable south Pacific albacore fishery.***

It was initially developed to respond to the required efforts and tasks needed to operationalise the Tokelau Arrangement (TKA), signed by 11 participating Pacific Island countries and territories (PICTs) in 2014. However, two years into implementation it was revised and expanded to cover all of Longline fisheries management approaches of the FFA membership as guided by the newly endorsed Regional Longline Strategy. The project is currently being implemented in partnership with the Pacific Community's (SPC) Oceanic Fisheries Programme, with input from NZ Ministry for Primary Industries (MPI).

Five broad Outputs (see below) were the initial focus of the project, each comprising a number of sub-outputs or tasks against which activities are being implemented.

Initial Outputs:

Output	Description	Responsibility
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1	Scientific information and advice provided to inform improved management of south Pacific albacore.	SPC
2	Regional Catch Management Scheme developed, agreed and aligned with the WCPFC harvest strategy.	FFA/ SPC
3	TKA Participants assisted to review and develop national fisheries policy (s) and regulatory frameworks to implement TKA commitments.	FFA/ SPC
4	Systems to support the Catch Management Scheme developed and rolled out.	FFA/ SPC
5	Capacity development provided to TKA Participants to implement sub-regional obligations.	FFA/ SPC

These were recently amended to reflect the Revised outputs (below) as agreed to by the participating PICTs:

Output	Description	Responsibility
1	Scientific information and advice provided to inform improved management of south Pacific albacore.	SPC
2	Regional Longline Fishery Management Frameworks developed to drive the proper management of Longline Fisheries in the WCPO	FFA
3	Subregional management systems supported and strengthened in compatibility with agreed South Pacific Albacore Target Reference Point and the tropical longline harvest strategies.	FFA
4	FFA island members assisted to review and strengthen national fisheries policies, frameworks and systems to implement regionally agreed Longline Fisheries Management systems	FFA
5	Capacity development support provided to FFA island members to implement sub-regional longline management obligations and maximise national benefits.	FFA/SPC

b. Pacific Islands Port State Measures (PIPSM):

This project commenced in May 2017 and has a funding allocation of **NZD \$2,661,963** for a term of five years. The goal of the project is to ***reduce illegal, unreported and unregulated (IUU) fishing in the Pacific through cooperative monitoring, control and surveillance programmes.***

It responds to the need to reduce IUU fishing through improved monitoring of catch unloading, verification of fishing vessel activities, and a structured fishing vessel inspection

regime based on IUU risk analysis. There are four broad Outputs (see below), each comprising a number of sub-outputs or tasks against which activities are being implemented.

Output	Description	Responsibility
1	Framework for regional port state measures (PSM) recognising international agreements developed.	FFA
2	National strategies and implementation tools developed.	FFA
3	Improved national regulatory and governance framework in PICs developed.	FFA
4	Training programme to implement port state measures developed and rolled out.	FFA

c. Catch Documentation and Enhancing Compliance in Pacific Tuna Fisheries (CDEC):

This project commenced in July 2018 and has a funding allocation of **NZD \$4,900,000** for a term of five years. The goal of the project is to ensure ***a functioning Catch Documentation Scheme (CDS) building on improved Pacific MCS programmes, delivering increased traceability of Pacific caught tuna, maintaining and enhancing market access, and ensuring IUU fishing related product is not entering the system.***

It responds to the need to reduce IUU fishing through improved monitoring of catch unloading, verification and traceability along the supply chain. This includes developing and implementing an electronic CDS and strengthening information streams, supporting the development of and implementation of electronic reporting tools, transshipment and landing monitoring, control and verification of fishing and processing activity. The linkages between the PIPSM activities to this project cannot be emphasised enough.

There are four broad Outputs (see below), each comprising a number of sub-outputs or tasks against which activities are being implemented.

Output	Description	Responsibility
1	Regional framework for electronic CDS developed.	FFA
2	National electronic CDS strategies and implementation tools developed.	FFA
3	National regulatory and policy framework for CDS in PICs developed.	FFA
4	National and regional tools to implement electronic CDS developed and rolled out.	FFA/ SPC



A mid-term review is a key milestone of projects funded by MFAT. This is reflective of the contractual obligation that FFA has in its capacity as the lead implementer and has been factored into the respective project work plans. However, as it transpires, it has been mutually agreed between the FFA and MFAT that only one mid-term review shall be commissioned to cover the three projects. It is also agreed that three reports will be generated to reflect the findings gathered for each of the projects.

## **1.2 Purpose for the Review**

The main purpose of this consultancy is to review the implementation of the SPLP, PIPSM and CDEC projects since their commencement. The mid-term review is geared towards promoting project performance improvement, accountability, learning and evidence-based decision making and management. In particular, the review will assess results achieved to date in comparison with the performance indicators outlined in the project Results Measurement Table which align with MFAT's Strategic Results Framework. It will also draw lessons and make recommendations for enhancing project implementation and performance.

The consultants should explore any delays in project implementation, their causes, and draw lessons from the delays and provide suggestions for improved implementation to avoid further delays going forward and to ensure achievement of the project objectives.

This review is an activity in the project cycle which determines, as systematically and objectively as possible, the relevance, efficiency, effectiveness, impact, and sustainability of the expected project outcomes. The review will assess the achievements so far of the project against its stated outcomes, including a re-examination of the validity of the project design. It will also identify significant factors that are facilitating or impeding the delivery of outcomes. Whilst the review of the past is, in itself, very important, the review is expected to lead to recommendations and lessons learned for the project's future. It will also address the underlying causes and issues contributing to targets that are not being adequately achieved.

The mid-term review is intended to identify strengths and weaknesses as well as opportunities and risks of the project and develop recommendations for any necessary changes in the overall design and orientation of the project by evaluating the adequacy and effectiveness of its implementation and delivery of project outputs and outcomes to date. Consequently, the review is also expected to assess the effectiveness of implementation, partnership and governance arrangements and make detailed recommendations for the remaining project period.

## **1.3 Who is the Mid-Term Review For?**

The primary audience of the review includes the management/leadership of FFA, in particular the Fisheries Management Division under which the projects sit. MFAT is also one of the main audiences of the mid-term review. Other audiences will include the national administration of FFA member countries and implementing partners, specifically the Pacific Community (SPC). The project management and implementation teams as well as the project Steering Committee are also a crucial audience.

## **1.4 Stakeholders of the Review**

Stakeholders are individuals, groups, organisations or agencies that have an interest in and/ or are likely to be affected by the outcome of the review. The key stakeholders include implementing agencies (FFA, SPC), project beneficiaries (FFA members) and development partners especially the MFAT. Majority of these stakeholders will play a role in the mid-term review process, mainly through consultations.

A list of potential key stakeholders (for interviews) will be provided to the Consultant by the Project Management Team.

## 2 Scope of the mid-term review

The scope of the mid-term review will cover all activities undertaken in each of the projects as follows:

- **SPLL** from February 2017 to June 2020,
- **PIPSM** from May 2017 to June 2020, and
- **CDEC** from July 2018 to date.

It is expected that the review will compare planned outputs/outcomes of the Project to actual outputs/outcomes and assess the actual results to determine their contribution to the attainment of the project objectives. The mid-term review will extract lessons learned, diagnose and analyse issues and formulate a concrete and viable set of recommendations. It will evaluate the efficiency of Project management, including the delivery of outputs and activities in terms of quality, quantity, timeliness and cost efficiency. A mid-term review Evaluation Matrix will be developed and completed by the consultant and included in the MTR report. The matrix should include key evaluation questions, evaluation sub-questions, indicators, sources of information and methodology. Indicative key evaluation questions are provided below:

- **Relevance:**
  - To what extent is the project still relevant in terms of MFAT's development cooperation strategy for the Pacific Island Countries (PICs) and the sustainable development priorities of PICs in line with the Regional Roadmap for Sustainable Pacific Fisheries?
  - To what extent do the current outputs/outcomes remain relevant in nature and scope in terms of the intent of the Activity and sector
- **Effectiveness:**
  - What progress has been made in achieving intended outcomes and outputs. To what extent are the results achievable? And if not, what needs to change?
  - What factors are enhancing or constraining progress towards intended outcomes (and what could/should be changed)?
  - How effectively have challenges, risks and issues including cross-cutting issues been managed?
  - To what extent have relationships contributed to enhancing or constraining progress towards intended outcomes (and what could/ should be changed)?
- **Efficiency:**
  - Has the project been implemented efficiently, cost-effectively, and been able to adapt to any changing conditions? To what extent are project-level monitoring and

evaluation systems, reporting, and project communications supporting the project's implementation?

- **Sustainability:**
  - To what extent are there financial, institutional, socio-economic, and/or environmental mechanisms for sustaining project results after end of external support?
  - To what extent is local ownership developing?
  - To what extent are the interventions likely to be sustained after MFAT's funding has concluded and what actions can be taken to improve sustainability?
  - Is an exit strategy in place? If yes, is the exit strategy appropriate, or should it be amended?
- **Gender mainstreaming:**
  - To what extent was the design and implementation of the intervention gender-responsive? What were the positive or negative effects of the project on gender equality?
- **Lessons Learnt:**
  - What was done or has worked well and why? What hasn't worked well and why?

### 3 Methodology

The consultant should propose the methodology to be used to carry out the review. The proposed methodology should address sufficiently the preliminary issues and questions outlined within the ToR, specifying the specific review issues, questions, methods of data collection and analysis that will be undertaken. It should encompass a combination of both qualitative and quantitative methods. It should also allow for wide consultation with all interested partners and stakeholders. It is suggested that the methodology should include, but not be limited to the following, but consultants must propose their own methodology and justify and explain that proposal. The mid-term review will consist of three activities:

a) *Document review:* The consultant will review all relevant project documents including:

- Project Activity Design Document (ADD)
- Project Grant Funding Agreement (GFA)
- Annual work plans
- Results Measurement Table and Results Framework
- Reports developed or delivered under the Project including strategy and policy documents, reports, toolkits etc.
- Project Annual reports (both narrative and financial)
- Implementing Partner agreements
- Minutes of meetings including project management and implementation team meetings, project Steering Committee meetings etc.
- FFA Financial Audit reports

c) *Virtual interviews:* In light of the evolving COVID19 situation there will be no travel required. Instead, all interviews will be carried out virtually and desktop review to be carried out on relevant

documentations. Appropriate questionnaires shall be developed by the consultant and discussed with the Project Management Team for approval. Key informants will be drawn from the key project stakeholders including the beneficiaries (FFA members).

#### **4 Qualification of the Independent Reviewer (s)**

We envisage that the review will be undertaken by a small multi-disciplinary team of independent contractors. We encourage the inclusion of locally based expertise as part of the review team where appropriate.

The attributes (knowledge, skills, experience) required of the review team include:

- Evaluation expertise and experience, including undertaking development evaluations;
- Knowledge and experience of Pacific;
- Relevant technical experience and knowledge in a development context – Fisheries sector;
- Evidence of analytical competencies if required (for example, gender, cost-benefit, contribution analysis); and
- Appropriate research, report writing and presentation skills.

#### **5 Deliverable/ Expected Outputs**

It is envisaged that the mid-term review will be performed through 5 phases – preparation, inception, research, reporting and follow-up and dissemination. Some key activities during these phases include development of research tools, document review, data collection, project related interviews with FFA staff and stakeholders, analysis/interpretation, report writing and presentation to key stakeholders. The key deliverable of the review will be:

##### ***i.) Inception report***

The consultant is expected to produce an inception report detailing the following:

- a) A comprehensive description of the consultant’s understanding of the Terms of Reference and indicating any major inconsistency or deficiency in the Terms of Reference and proposed amendments;
- b) A detailed methodology for the review including the tools to be used in the review;
- c) The proposed team members and a description of their respective roles;
- d) A complete work plan for the entire review period;
- e) A proposal for the final report layout.

##### ***ii.) Draft report***

The consultant is expected to generate the first draft report by the end of the third week after inception of the assignment. This draft report will be presented and discussed with key stakeholders

including the project teams, steering committee and the donor. Inputs from these discussions will be incorporated into the final report.

### **iii.) Final Report**

The final report shall be submitted within two weeks of receiving comments on the draft report. This report will be the detailed mid-term review report covering items outlined in the scope of this TOR with special attention to main findings and conclusions, lessons learned and recommendations. Issues requiring management response should be clearly outlined. The reports shall be written in English.

## **6 Schedule of the Mid-Term Review**

The review will be carried out for 30 days working days and is scheduled to take place in the period between **June 2021 to September 2021**. Considering the geographic spread of the project area as well as the scope of the assignment, the consultant shall develop and submit a detailed schedule for assignment and distribute the days accordingly among the different tasks.

## **7 Payment Schedule**

The consultant shall be paid the consultancy fees upon completion of the following milestones:

- 30% after submission and presentation of the inception report by Monday 12<sup>th</sup> July, 2021;
- 30% after submission and presentation of the draft report Monday 2<sup>nd</sup> August, 2021;
- 40% after the approval of the final report by Monday 13<sup>th</sup> September, 2021.

## **8 Management Arrangements for the Review**

The Managers of the Projects based at FFA will be the Focal Point for the mid-term review will have the overall coordination role of the review including facilitating the logistical requirements for consultants and setting up virtual interviews and meetings. In terms of donor policy requirements, the consultant will be guided by the MFAT Monitoring and Evaluation Team upon engagement.

The MTR will be commissioned by the FFA Secretariat and the review team will be accountable for its performance to the FFA Secretariat.

The review will be governed by a Steering Committee. The Steering Committee will ensure the review is fit-for-purpose and is delivered in line with the agreed plan.

The FFA Secretariat and MFAT will contribute and be a member of the Steering Committee. An additional five (5) members will be selected from the respective project Steering Committees.

Key responsibilities of the Steering Committee will include agreeing to the Terms of Reference, evaluation plan and evaluation reports. Details of the purpose, roles and responsibilities are outlined in the Steering Committee's Terms of Reference.

The Project Management Team are responsible for the day-to-day management and administration of the evaluation. Their responsibilities include contracting; briefing the evaluation team; managing

feedback from reviews of the draft report; and liaising with the evaluation team throughout to ensure the evaluation is being undertaken as agreed.

### **Transparency**

It is MFAT policy to make evaluation reports publicly available (e.g., on the MFAT website) unless there is prior agreement not to do so. Any information that could prevent the release of an evaluation report under the Official Information or Privacy Acts should not be included in the report.

### **Ownership of information**

All the key deliverables and the data/information collected will become the property of MFAT.

## **9 Evaluation Principles and Standards**

The evaluation will deliver useful, credible findings relevant to the purpose of the evaluation. The recommendations will be pragmatic and actionable, and presented in a way that promotes learning.

In conducting the evaluation, the evaluation team will work with partners to increase ownership and use of evaluations. The evaluation team will be transparent and independent. They must have no vested interest in the outcomes of the evaluation and be independent of those responsible for policy making, design, delivery and management of the development intervention.

All evaluation processes and outputs are required to be robust and independent (carried out in a way that avoids any adverse effects of political or organisational influence on the findings) and transparent (process open and understood by all parties).

## 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 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 Institutions during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) “Term of Engagement” means the entire period during which the Institutions 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 Institutions 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 Institutions 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 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 Institutions and FFA shall be under no liability in respect of medical expenses of the Institutions.

## **6. Indemnity**

- 6.1 Subject to the provisions of this Contract, the Institutions 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 Institutions’ 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 Institutions 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 Institutions 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 Institutions 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 Institutions 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 Institutions 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 Institutions 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 Institutions to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Institutions shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Institutions 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 Institutions and directly attributable to the termination or partial termination of this Contract.
- 10.2 Upon receipt of a notice of termination the Institutions 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 Institutions 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 Institutions 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 Institutions, 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.