

REQUEST FOR PROPOSAL

RFP No. : 19-101

**DATE : 29 November
2019**

SUBJECT : REQUEST FOR PROPOSAL – PEUMP PROJECT- Securing widespread community livelihoods and resilience through coastal fisheries co-management in Papua New Guinea.

You are requested to submit a proposal to carry out specific tasks as outlined in the scope of services (Annex II).

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

- Annex I:** Instructions to bidders
- Annex II:** Terms of reference
- Annex III:** Proposal Submission Form
- Annex IV:** Technical Proposal Submission form
- Annex V:** Financial Proposal Submission form
- Annex VI:** SPC General Conditions of Contract

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours Sincerely

Akhilesh Prasad
Manager, Procurement, Grants, Risk and Assets

Annex I
Instruction to Bidders
Request for Proposal (RFP) no: RFP 19-101

1. Submission of proposals

1.1 Your proposal shall comprise the following documents:

- a. Annex III: Proposal submission form
- b. Annex IV: Technical Proposal submission form
- c. Annex V: Financial Proposal submission form

1.2 Proposals must be received by the Pacific Community (SPC) offices at the addresses mentioned below (1.6) on or **before 5.00 pm (Noumea time) on 15 January 2020**. SPC 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 SPC at its own initiative or in response to a clarification requested by a prospective bidder.

1.3 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 evaluation purposes.

1.4 All prices in the proposal must be presented in Euro.

1.5 The proposal has to be in two separate emails as follows:

A. Send by email the technical proposal (Proposal submission form and technical proposal submission form) and related document(s), clearly indicating the RFP number in the email subject;

1.6

B. Send in a second separate email, the financial proposal and related document(s), if any. The opening of this second email shall be protected by a password to be provided to SPC Procurement upon request at the time of the financial evaluation.

1.7 Proposals must be emailed to procurement@spc.int with the heading “**RFP 19-101 – PEUMP - Coastal Fisheries Co-Management, Papua New Guinea**”.

1.8 Any proposal received by the SPC after the deadline for submission of proposals will be rejected.

2. Request for Proposals Timelines and Due Dates

IMPORTANT INFORMATION:

Please note that for annual closure, SPC offices will be closed from 23rd December 2019 to 2nd January 2020. During that period of time, e-mails can be received and lodged at procurement@spc.int, however no answer will be provided to clarification e-mails or other requests for information. All requests will be answered upon return to normal activity from 6th January 2020.

The timeline and due dates for the request for proposal is provided in Table 1 below:

	Date	Time
Deadline for seeking clarification from SPC	06 January 2020	4.00 pm Noumea time
Deadline for the submission of proposals	15 January 2020	5.00 pm Noumea time

3. Bidder's responsibilities

3.1 The bidder is expected to examine all instructions, forms, terms and specifications on this bidding document. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every aspect will be at the bidder's risk and may result in the rejection of the proposal.

3.2 The bidder shall bear all costs associated with preparing and submitting a proposal, including cost relating to contract award; SPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3 Bidders must familiarise themselves with local conditions and take these into account in preparing their proposal to obtain information on the assignment, technical requirements, and on local conditions.

3.4 By submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this proposal as the sole basis of this bidding procedures whatever his own conditions of sale may be, which he hereby waives.

3.5 Participation in bidding is open and on equal terms to natural persons, companies, firms, public and/or semi-public agencies, cooperative societies, joint ventures, grouping of companies and/or firms and other legal persons governed by public and private law of any country. Bidders must provide evidence of their organisational status.

3.6 The bidder might be requested to provide additional information relating to their submitted proposal, if requested by the Evaluation Committee.

3.7 The submitted proposal must be for the entirety of the scope of services and not divided into portions, which a potential bidder can provide services for.

3.8 Bidders may submit questions and / or seek clarifications on any issue relating to this tender in writing to the following email address procurement@spc.int. **The deadline for submission of clarifications is 6 January 2020, 05:00 PM Noumea Time.**

3.9 Any prospective bidders seeking to arrange individual meetings with SPC during the tender period may be excluded from the tender procedure.

4. One proposal per bidder

Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid shall cause all bids with the bidder's participation to be disqualified.

5. Withdrawal of proposals

5.1 The bidder may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by SPC prior to the deadline prescribed for submission of proposals. The bidder's withdrawal notice shall be sent to the email address procurement@spc.int.

5.2 No proposal may be withdrawn after the deadline for submission of proposals.

6. Validity of proposals:

6.1 Bidders shall be bound by their bids for a period of 120 days from the deadline for submission of proposals.

6.2 The bidder will be bound by his proposal for a further period of 60 days following receipt of the notification that he has been selected to enable SPC to complete the procurement process and obtain all the necessary approvals so that the contract can be awarded within that period.

7. Modifications to Proposals

7.1 Any additional information, clarification, correction of errors or modifications of bidding documents will be distributed to all the bidders prior to the deadline for receipt of proposals to enable bidders to take appropriate actions.

7.2 Bidders will also be informed of the right to modify and make corrections to proposals, provide that any such modifications or corrections are received by SPC in writing prior to the time specified for submission of proposals. The original proposal thus modified or corrected would then be considered as the official and final bid.

8. Opening and evaluation of proposals:

8.1 The proposals will be opened in the presence of the Bid Opening Committee after the closing date of the Request for proposals.

8.2 To assist in the examination, evaluation and comparison of proposals, SPC may, at its discretion, ask the bidder for clarification of its proposal. The request for clarification and the response shall be in writing, and no change in price or substance of the proposal shall be sought, offered or permitted.

8.3 The Procurement Committee will carry out a preliminary examination of the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

8.4 A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The competencies which be evaluated are detailed in the Terms of Reference.

8.5 The technical component, which has a total possible value of 70 points, will be evaluated using the following criteria:

Criteria	Points
Potential of activities proposed to strengthen community networks and representation based on the context presented in the proposal	20
Potential of activities proposed to strengthen government capacity to support communities at a large scale based on the context presented in the proposal including government budget constraints	20
Proven track record of working with provincial government in the country concerned (PNG)	10
Potential of activities to address human-rights based, gender equality and social inclusion	10
Qualifications of staff members	5
Organization competency	5
TOTAL	70

8.6 The financial proposal will be opened only for bidders that passed the minimum technical score of 490 (70%).

8.7 Financial proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

8.8 The financial component of the proposals will be scored on the basis of overall costs for the delivery of the services and financial incentives and benefits provide to SPC. The lowest financial proposal will be awarded maximum 30 points, and other financial offers and incentives will be awarded points as per the formula below. The formula used for scoring points for financial values proposed will be:

$$\text{Financial proposal score} = (\text{lowest price}/\text{price under consideration}) \times 30$$

8.9 Bidders will be deemed to have satisfied themselves, before submitting their proposal, and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract, and to have included all costs in their rates and prices.

9. Award of contract

9.1 SPC 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 bidders or any obligation to inform the affected bidders of the grounds for SPC's action.

9.2 SPC reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award and to consider localised award between any bidder in any combination, as it may deem appropriate without prior written acceptance of the bidders.

9.3 Within 15 days of receipt of the contract the successful bidder shall sign and date the contract and return it to SPC.

9.4 The SPC general conditions of contract (Annex VI) are not negotiable.

10. Bidder's Protest

10.1 If a bidder involved in an SPC procurement process considers they were not treated fairly, or that SPC failed to properly follow the requirements of the Procurement Policy, then that bidder may lodge a protest.

10.2 To lodge a protest, the bidder can email complaints@spc.int with his allegations. The protest will need to include:

- full contact details
- the details of the relevant procurement
- the reasons for the protest, including how the alleged behaviour negatively impacted on the bid
- copies of any documents supporting the grounds for protest
- the relief that is sought

10.3 The protest will be recorded and will be acknowledged promptly. The bidder may be contacted to provide more information. An officer uninvolved in the original procurement process and with no conflict of interest will be nominated to investigate the protest.

10.4 The protest will be received in good faith and will not impact any involvement in future bids.

Annex II
TERMS OF REFERENCE
Request for Proposal (RFP) no: RFP 19-101

Project Title: Securing widespread community livelihoods and resilience through coastal fisheries co-management in Papua New Guinea.

A. Project Description

The Pacific has now developed a suite of regional fisheries policies and secured the highest-level commitment to coastal fisheries management. The 46th Forum Leaders Meeting in Port Moresby (2015) endorsed the 'Regional Roadmap for Sustainable Pacific Fisheries' and the Roadmap by regional Fisheries Ministers at the 11th Ministerial Forum Fisheries Committee Meeting, Tuvalu, July 2015. The Roadmap synthesised the goals and strategies for coastal fisheries management from 'The Noumea strategy: A new song for coastal fisheries – pathways to change', which was also endorsed at this ministerial meeting as well as at the ninth SPC Heads of Fisheries Meeting, New Caledonia, March 2015 and the 93rd Official Forum Fisheries Committee Meeting, Tuvalu, May 2015. The Noumea Strategy and indeed the subregional Melanesian Spearhead Group (MSG) 'roadmap for inshore fisheries management and sustainable development 2015-2024' provide detailed suggestions on priority actions to achieve significant advances. The Pacific Island Leaders meeting in Pohnpei 2016 reaffirmed the importance of coastal fisheries and the need to progress the regional policy.

The Coastal Fisheries component of the Regional Roadmap under the three broad goals of empowerment, resilience and livelihoods sets out the following strategies:

1. Provide relevant information to inform management and policy: by governments and communities
2. Re-focus fisheries agencies to support coastal fisheries management: re-direct staff and resources into supporting community-based management
3. Ensure effective collaboration and coordination of stakeholders: to coordinate the work of different government departments, NGOs, donors and faith-based organisations.
4. Develop and enforce strong and up-to-date legislation, policy and plans: backing empowered communities through strengthened enforcement will be needed, both by community authorised officers, fisheries and law enforcement officers and customs.
5. Ensure equitable access to benefits and involvement in decision-making: Involving women, youth and disadvantaged groups in decision-making and access to the benefits of marine resource use.

The Pacific-European Union Marine Partnership (PEUMP) is a multi-partner programme aimed at improving the economic, social and environmental benefits for 15 Pacific-African Caribbean Pacific (Pacific-ACP) countries through stronger regional economic integration and the sustainable management of natural resources and the environment. Pacific-ACP countries included in the PEUMP Programme are the Cook Islands, Fiji, Federated States of Micronesia,

Kiribati, Nauru, Niue, Palau, Papua New Guinea, Republic of the Marshall Islands, Tuvalu, Tonga, Samoa, Solomon Islands, Timor Leste and Vanuatu. The PEUMP Programme will focus on supporting sustainable management and development of fisheries for food security and economic growth, while addressing climate change resilience and conservation of marine biodiversity.

With the support of the European Union (EU) and the Swedish Government through their Swedish International Development Agency (Sida), the PEUMP Programme will run for 57 months from July 2018 (Inception phase Jul-Dec 2018; Implementation phase Jan 2019-Dec-2022; Closing phase Jan-Mar 2023). The Pacific Community is the lead implementing agency, in partnership with the Forum Fisheries Agency, the Secretariat of the Regional Environment Programme and, through a separate EU Agreement, the University of the South Pacific. Each agency has a number of implementing partners: the International Union for the Conservation of Nature, the Locally-Managed Marine Areas (LMMA) Network, the Pacific Island Tuna Industry Association and the World Wide Fund for Nature.

The LMMA Network is a group of practitioners involved in various community-based marine conservation projects around the globe, primarily in the Indo-Pacific, who have joined together to learn how to improve management efforts. The LMMA Network has been in the Pacific since 2000, with a focus on Melanesia, but has been sharing LMMA lessons and building capacity throughout the region. LMMA works with traditional leaders, fishers, women and youth, government, Non-Government and Civil Society Organizations. A Council – consisting of representatives from each country network – governs the overall network, while a Network Support Team (NST) – consisting of a management unit, technical advisors, and country network coordinators – carries out the administration and implementation of activities. The LMMA Network was registered as a non-profit organization in Fiji in May 2018.

The LMMA Network mission is to advance the practice of community-based marine resource management and conservation by providing a forum for practitioners (communities, traditional leaders, individuals, organizations, and researchers) to share experiences and information.

LMMA has worked collaboratively to spread resources, knowledge and lessons on locally-managed marine areas (LMMAs) through information and resources on LMMAs and community-based adaptive management (CBAM), training in project design, monitoring, data management and analysis, fundraising, communications and more.

The focus of LMMA's PEUMP Programme components (KRAs 3.5, 3.6 and 3.7) is on strategies 1, 2, 3 and 5 of the Regional Roadmap. This will complement programmatic work by SPC relating to strategy number 4, including participatory policy development and Monitoring, Control, Surveillance and Enforcement.

The approach proposed by LMMA in this project involves promoting in parallel the most promising aspects of bottom-up community-based approaches while supporting fisheries agencies in their efforts to re-focus support for coastal fisheries management. A common area of work will increase collaboration and understanding between government and

community levels via the joint delivery of information and advice for coastal fisheries management in all communities. The processes advocated will increase emphasis on aspects of equitable access and ecosystem approaches necessary for resilience and livelihoods.

Three thrusts are proposed:

- Development and implementation of national information strategies to inform coastal fisheries managers at provincial and community level: This will include government information strategies, as well as civil society networks and partners
- Strengthening of community networks or similar groups that support and upscale community-based fisheries management and increase the representation of communities in national and regional policy and decision-making related to coastal resources
- Improving effectiveness of joint efforts of communities and governments to achieve sustainable coastal fisheries management that are resilient and secure food and livelihoods, i.e. refocusing the work of government towards CEAFM/CBAM

All components' activities should particularly consider sub-national e.g. provincial scale implementation (e.g. in MSG countries as per the MSG inshore fisheries roadmap). These components should, above all, be informed by critical assessment of national experiences to date and take into account the limitations imposed by national budgetary and staff constraints in scaling or replicating the most effective experiences. The human rights context of the project emphasizes the right to participation, the right to food or other relevant human rights as integral parts of the empowerment process. Using community networks and similar groups on the ground will not only foster ownership but also allow a stronger assessment of cultural aspects with regards to local decision-making structures (formal/informal) or land/marine ownership systems to inform LMMA's work. This is particularly crucial in order to identify most appropriate and effective ways to empower women, youth or other groups identified marginalised the community context of LMMA's work.

The development and implementation of national information strategies will be the subject of a separate Request for Proposal. The successful bidders of each tender will work closely together.

This work will require operating according to the following LMMA network principles:

- **Emphasis on good practice, ethical and good process:** A key to building effective co-management relationships with communities is meticulous adherence to good practice, transparency and fulfilling commitments. Ensuring these good governance principles are embedded in co-management structures provides an entry door to integrate human rights-based approaches (HRBA), complemented by gender and social inclusion (GESI) mainstreaming. Both GESI and HRBA strategies mutually reinforce each another but need to be contextualised within the socio-cultural context of communities. The LMMA social contract will be the basis for a set of agreed principles.

- **Scaling-up, maximize spread of impact and sustainability are key for country strategies:** Approaches must be framed in the logic of achieving nation-wide resource management and explicitly be designed to maximize spread. National and, increasingly, sub-national networks of community support are one of the keys to the uptake, spread and sustainability of community led resource management. Upscaling approaches will also increase inclusiveness of at least minimum services reaching communities in greater numbers, thus accommodating the thought of ‘leaving no one behind’.
- **Whole of livelihoods and resilience is the way forward:** The governance and logistical challenges that prevail in most of the target countries require strategic, cost-effective and cross-sector approaches to service delivery that provides basic support to all communities that need it. Building resilience requires communities to be at least adequately equipped with knowledge and skillsets that enable self-reliance in particular when facing environmental changes that require adaption strategies by national agencies that are not immediate.
- **Conduits for government service delivery at national and subnational level need to be carefully selected and improved:** Immediate livelihood concerns which, when acted upon produce prompt and tangible benefits, are appropriate entry points to stimulate community based adaptive management. Coastal fisheries issues provide a tested starting point. Fisheries agencies generally have better resourcing and decentralized staffing upon which community support could be built on with inputs from other agencies.

In addition, the Contractors will commit to using human rights-based approaches, gender and social inclusion mainstreaming strategies appropriate to the Pacific context and to comply with the relevant principles of the LMMA Social Contract excerpted at Annex A and SPC’s PLANET principles (Annex B).

B. Scope of Work

The work to be implemented by the Contractor in Papua New Guinea will meet two objectives:

1. Strengthening national and provincial community networks and representation

The *aim* is to ensure that communities are empowered. Effectively collaborating and communicating with each other and government including across sectors (for Ecosystem Approaches to Fisheries Management / Ecosystems Based Management [EAFM/EBM]) through networks that are sustainable and appropriate. Networks must also strive to ensure that community voices are appropriately represented in national and regional policy and implementation processes.

The contractor should, at a minimum implement the following activities in ways that explicitly will achieve the above aim:

- Development and Coordination of network activities
- Define, test and develop an institutional mechanism most likely to be able to sustain networking beyond the project duration
- Training and piloting lobbying and policy influence

- Targeted mentoring and technical advice systems
- Host multi-stakeholder forums and workshops to strengthen collaboration and plan focused activities
- Activities to reach out to and integrate women, youth and disadvantaged groups
- Implement innovative mechanisms seeking maximum dissemination of resilient community-based approaches
- Support networks on coastal fisheries management approaches, with specific attention to the integration of gender and social inclusion, disaster and climate change for resilience.
- Engage constructively with national information dissemination strategies including that funded under PEUMP

The contractor may also implement the following activity:

- Exchanges of peers at various levels possibly including regional

2. Refocusing efforts of communities and governments to sustainable coastal fisheries management that is resilient and secures livelihoods.

The *aim* is to establish or improve systems of coastal fisheries co-management support in government and civil society including advice to re-direct staff and resources into supporting community-based management.

The contractor should, at a minimum implement the following activities in ways that explicitly will achieve the above aim:

- Regional and national training of key project stakeholders including collaborative workshops on coastal fisheries co-management framework (CFCF) at provincial and/or national scales
- Assessment and strategic planning for each country to ensure sustainable management of fisheries by communities and support for national coastal fisheries management.
- Participatory development of national and/or provincial strategies for government and collaborators
- Piloting of subnational (provincial) approaches to achieving coastal fisheries management at scales that provides adequate support to the variety of needs of communities (including linkages to objective 1 as appropriate).
- Input into development of job descriptions, restructured agencies etc.
- Training and targeted mentoring to community leaders and government officers
- Awareness and information dissemination (to be coordinated with the information component of PEUMP KRA 3 more specifically 3.7 and 3.9)
- Engaging private sector or buyers

The contractor may also implement the following activities:

- Opportunistic support and exchanges between countries including those outside of the Melanesian region if appropriate.
- Exchanges of peers at various levels, possibly including regional

C. Expected Outputs, project management deliverables and timeline

The work will commence at the signing of the contracts

The expected outputs of this work are:

In relation to strengthening national and provincial community networks and representation:

- Community-based coastal fisheries management network(s) established, if not present
- Institutional mechanism for ongoing networking support established that is likely to be sustainable
- Existing community-based management networks supported through identification training and mentoring of community champions
- Training or information packages and approaches developed and shared through networks, if appropriate
- Provincial, national and/or regional cross-site exchanges are organized and documented
- Community network representatives participate and actively contribute to national fora on coastal fisheries management and provide input to policy.
- Women, youth and disadvantaged groups are represented in the community networks, receive training and actively contribute to national fora on coastal fisheries management policy.

In relation to refocusing efforts of communities and governments to sustainable coastal fisheries management that is resilient and secures livelihoods:

- Community-based coastal fisheries management strategy developed at national (and where appropriate provincial) levels to guide fisheries department to address community needs in coastal fisheries management at a large scale
- National or provincial community-based coastal fisheries management strategies which are cost-effective within national government contexts implemented and evaluated
- Systems and protocols developed for fisheries staff to assist most communities at provincial/national level as part of the community-based coastal fisheries management strategies.
- Fisheries officers and key stakeholders trained and mentored to facilitate and support community-based fisheries management at provincial/national scales.
- Opportunistic cross-country exchanges organized and documented

In relation to PEUMP project management:

- Quarterly activity reports: they will provide a bullet point type summary of activity progress and at least 10 high quality pictures and/or videos of activities (with associated signed 'consent, release' forms). Templates will be provided.
- Annual reports: they will include a narrative of activities implemented during the year, corresponding deliverables, indicator information, a financial report, at least 10 photos or videos of activities and a budgeted work plan for the following year. The first annual report will include a situation analysis or baseline in relation to activities planned as well as indicators to be monitored throughout the project implementation. Templates will be provided.
- Quarterly and annual reporting input will include description of interventions taken to mainstream gender and social inclusion and HRBA where applicable, including sex disaggregated data collection.
- A final report that would include at least a narrative of activities implemented, all deliverables, an updated situation analysis to be compared to the baseline, indicator information, lessons-learnt and perspectives to sustain the work beyond the end of the project.
- Regular contributions to feed into the LMMA Network and SPC websites and newsletters. The information component contractor will coordinate those inputs from the partners who will send at least one article and photo a month.

Milestones	% of contract	Date of submission*
Contract signature	15%	
Delivery and acceptance of Year 1 annual report. This report will include: <ul style="list-style-type: none"> - a situation analysis and indicators - a work plan for year 2 - a description of activities implemented - at least 10 photos or videos of activity implementation (with consent release forms) 	10%	30 June 2020
Delivery of 4-monthly report <ul style="list-style-type: none"> - progress of activity implementation (bullet points) - at least 10 photos or videos illustrating activity implementation (with consent release forms) 	0	20 October 2020
Delivery of 4-monthly report (see above)	0	20 February 2021

Delivery and acceptance of Year 2 annual report - Narrative of activity implementation - Indicator information - Workplan for Year 3 - at least 10 photos or videos illustrating activity implementation (with consent release forms) - Agreed deliverables	25%	30 June 2021
Delivery of 4-monthly report	0	20 October 2021
Delivery of 4-monthly report	0	20 February 2022
Delivery and acceptance of Year 3 annual report (see Year 2)	25%	30 June 2022
Delivery of 4-monthly report	0	20 October 2022
Delivery and acceptance of Final Report - Narrative of activities implemented during the project - National or provincial strategy model described based on pilot experiences with budget - Situation analysis at the end of the project against the baseline - Information of indicators - Lessons-learnt and perspectives for the sustainability of activities beyond the project	25%	30 December 2022

*According to the PEUMP Programme reporting schedule to the donor.

Annual and final reports will be provided in a draft format, the Contractors will have 10 days to incorporate feedbacks and finalise the draft report. All outputs will acknowledge SPC, the LMMA network, the European Union and the Swedish International Development Agency (Sida). Contractors will be provided with details on the specific visibility, branding, acknowledgement and communications clearance requirements under the PEUMP Programme.

D. Budget

The budget available is 347,000 Euros.

Payments will be based on submission and approval of agreed deliverables. All proposal budgets should be made in Euro.

E. Institutional Arrangement

The contractors will report to the LMMA PEUMP Project Coordinator (LPPC). The LPPC will seek approval from a steering committee, yet to be established, that would include at least the LMMA Network, SPC, fisheries department and community/civil society representatives or members.

The Contractors will provide updates on the implementation of activities through 4-monthly and annual reports, in line with the PEUMP Programme reporting schedule (as detailed in the table above).

Within the course of the work, the contractors will collaborate actively with the contractor of the PEUMP LMMA information component who will be developing and implementing provincial information strategies, designing awareness campaigns and products to support the work of the contractor. The contractors will interact with the LMMA Network and its partners mainly through the LMMA PEUMP Project Coordinator and would be expected to participate, contribute to regional technical workshops organized under the PEUMP Programme, as well as providing feedbacks on products, reports coming out of the project.

The contractors will work closely with fisheries departments/ministries, community network representatives, including women, youth and disadvantaged groups or NGOs.

The contractors will be required to consult with the LPPC, who will then consult with LMMA Network Support Team and SPC representatives, including the PEUMP Project Management Unit, when communicating on the project (press releases or other information related to the project) or when subcontracting the delivery of activities including the possible recruitment of a national coordinator.

F. Duration of the Work

The work will start at the signing of this contract and should be completed no later than December 31st, 2022.

G. Duty Station (if relevant)

The contractor will be based in Papua New Guinea.

H. Requirements for the Contractor

The contract is open to non-government and civil society organizations, acknowledging the maximum budget limitation. It is up to the bidder to decline and adapt activities proposed above always keeping in mind the underlining requirement of developing sustainable mechanisms to address community-based coastal fisheries management at provincial scale as opposed to pilot sites.

The Contractors must meet the following Competency Requirements:

- At least 10 years of experience in the target country working with communities and government in the area of community-based fisheries management, incorporating Community Ecosystem Approach to Fisheries Management (CEAFM) principles.
- Strong relationships and proven track record of working with both government institutions, including provincial governments, and community groups in the countries they are bidding for.

- Proven ability to manage donor grants/funding, including financial and technical reporting and donor visibility.
- Demonstrated experience in applying human rights based, gender equality and social inclusion approaches.

Previous involvement working in partnership with the LMMA Network or country networks that has resulted in positive outcomes in relation to community empowerment and improved government support to communities would be an advantage.

The bidders must submit a proposal containing:

- A description of the country and targeted area context in relation to the status of community-based fisheries management, community networks, community representation and government support to communities. This description shall provide a rationale for the activities to be implemented in relation to scaling up community-based fisheries management and improving community representation, highlighting entry points for inclusive, gender sensitive approaches.
- A description of specific activities to be implemented including deliverables in line with the 2 objectives of the project: 1. Strengthening national and provincial community networks and representation: 2. Refocusing efforts of communities and governments to sustainable coastal fisheries management that is resilient and secures livelihoods.
- A timeline for implementation of activities and submission of deliverables in line with the milestones, payment and timeline presented in the table above. Alternatively, the bidder may propose its own schedule for payments based on submission of deliverables provided quarterly and annual reports are submitted within the timeline shown in the table (quarterly report in October and February and annual reports in June).
- Qualifications and experience of the staff members to be involved and responsibilities of each of the members in the project implementation
- A short description of each of the 5 competency requirements stated above.

I. Evaluation of Proposals

The proposals will be evaluated against the following criteria:

Criteria	Points
Potential of activities proposed to strengthen community networks and representation based on the context presented in the proposal	20

Potential of activities proposed to strengthen government capacity to support communities at a large scale based on the context presented in the proposal including government budget constraints	20
Proven track record of working with provincial government in the country concerned (PNG)	10
Potential of activities to address human-rights based, gender equality and social inclusion	10
Qualifications of staff members	5
Organization competency	5
TOTAL	70

J. Annexes to the TOR

Annex A: Relevant LMMA Principles of the Social Contract that apply to this Contract

Annex B: PLANET Principles for applying a rights-based approach

Annex A

Relevant LMMA Principles of the Social Contract that apply to this Contract

LMMA expects all those associated with the work of the LMMA subcomponent to comply with the principles, definitions and intellectual property provisions of the social contract as defined below. This includes contracted staff (e.g. LPPC), consultants and contracting parties through tenders and projects.

The fundamental value to which all participants in the LMMA Network are expected to be accountable is known as "Community Heart" interpreted as: **Communities drive LMMAs, have true ownership and commitment which external agencies must respect.** Participants strive to empower communities and adhere to the other foundational principles considered

key to success: Community Heart, Teamwork, Respect, Commitment, Transparency, Integrity, Accountability, Quality, Fun, Sharing, Learning.

Definitions and principles(...)

Recognising that solving fisheries problems involves more than fisheries regulations, LMMA Network International believes that partners must do their best to support communities in related areas including health, education, land-based sources of pollution, climate change adaptation, and livelihoods. These broader concerns are interconnected and are often of a human rights nature.

Upscaling -100%

Most importantly, in line with LMMA's 100% policy, proposed interventions must demonstrate the logic through which they contribute to a process the outcome of which would be a majority of communities in the country having the opportunity and support to manage all their land and sea using the appropriate tools and approaches.

LMMA's are not (necessarily) MPAs

The overall vision for all communities in a country is to sustain their livelihoods through sustainable use and management of their natural and other assets. Thus "local co-management for all" more accurately reflects the mission of LMMA than that more narrowly associated with site-based conservation such as MPAs.

At the local level though, the LMMA approach is Community Based Adaptive Management as defined below and LMMA's define the widest possible managed area including land and sea in an integrated fashion, the marine areas are not closed off as strict MPAs, but within this area will use the appropriate management tools for the problems identified and this may include the use of tools such as reserves or tabus where parts of the managed area are closed permanently or mostly permanently.

Community Based Adaptive Management (CBAM)

LMMA's approach is based on Community Based Adaptive Management which focuses on "learning by doing" rather than "getting it right" at the outset. This means that communities (and other stakeholders) can start with available information rather than have to rely on external expertise and go through a cycle of planning, implementation, monitoring and reflection which may be internal to the community or receive external facilitation or assistance.

Locally-Managed Marine Area (LMMA)

An LMMA is an area of near-shore waters, land and coastal resources that is largely or wholly managed at a local level by the coastal communities, land-owning groups, partner organizations, and/or collaborative government representatives who reside or are based in the immediate area

Intellectual Property

When developing communications, each party will ensure:

- **Rights:** communities have the right to information about themselves which they possess or help generate
- **Telling their own story:** The top priority is providing communities with the skills and opportunities to tell their own stories whenever possible.

- **Permission:** To use information not previously in the public domain from any site or other partner Prior Informed Consent must be obtained from the project site communities or other rights-holder, in consultation with the relevant project organization.
- **Return of information:** Results and communication products arising directly from the use of community information will be shared with the participating communities and other relevant stakeholders in a timely and appropriate manner at no cost.
- **Acknowledgements:** Publications must ensure appropriate co-authorship and acknowledgements.

Annex B

PLANET Principles for applying a rights-based approach

The key principles for applying a rights based approach are:

- People-centered participation
- Local solutions and local action
- Accountability and transparency
- Non-discrimination and inclusion
- Empowerment and equality
- Transforming social norms

PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) no: RFP 19-101

To: The RFP Committee
The Pacific Community
Po Box D5 - 98848
Noumea – New Caledonia

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We acknowledge that:

- SPC may exercise any of its rights set out in the Request for Proposal documents, at any time;
- The statements, opinions, projections, forecasts or other information contained in the Request for Proposal documents may change;
- The Request for Proposal documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the Request for Proposal documents nor the acceptance of any tender nor any agreement made subsequent to the Request for Proposal documents will imply any representation from or on behalf of SPC that there has been no material change since the date of the Request for Proposal documents, or since the date as at which any information contained in the Request for Proposal documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Request for Proposal documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the period stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Company Name

Dated this _____ day of _____ 20__.

.....

Position of Representative

.....

Name of Representative

.....

Signature of Representative

.....

TECHNICAL PROPOSAL SUBMISSION FORM
Request for Proposal (RFP) – RFP 19-101

Part A – Organisation background

Registered name of the Organisation:	
Place of registration & registration N°:	
Year established:	
Full Physical Address:	
Postal Address:	
Telephone contact:	
Fax number:	
Email address:	
Website:	
Contact person:	
Number of employees:	
Proprietor's/shareholder's details:	

Reference 1

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

Reference 2

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:

Description of actual services provided by your company. Please provide details, expanding as necessary:	
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Reference 3

Name and address of International Organisation or similar major client:	
Name of reference person and contact details:	Name: Job title: Email: Telephone:
Description of actual services provided by your company. Please provide details, expanding as necessary:	

Part B: Technical competencies

The bidders must submit a proposal containing:

- A description of the country and targeted province(s) context in relation to the status of community-based fisheries management, community networks, community representation and government support to communities. This description shall provide a rationale for the activities to be implemented in relation to scaling up community-based fisheries management and improving community representation, highlighting entry points for inclusive, gender sensitive approaches.
- A description of specific activities to be implemented including deliverables in line with the 2 objectives of the project: 1. Strengthening national and provincial community networks and representation: 2. Refocusing efforts of communities and governments to sustainable coastal fisheries management that is resilient and secures livelihoods.
- A timeline for implementation of activities and submission of deliverables in line with the milestones, payment and timeline presented in the table above. Alternatively, the bidder may propose its own schedule for payments based on submission of deliverables provided quarterly and annual reports are submitted within the timeline shown in the table (quarterly report in October and February and annual reports in June).
- Qualifications and experience of the staff members to be involved and responsibilities of each of the members in the project implementation
- A short description of each of the 5 competency requirements stated above.

FINANCIAL PROPOSAL SUBMISSION FORM

Request for Proposal (RFP) no: RFP 19-101

Price of the proposal shall be in EURO.

(please provide costs breakdown: professional fees, administration cost, travel cost, etc.)

:

SPC GENERAL CONTRACT CONDITIONS

1. LEGAL STATUS

The Contractor has the legal status of an independent contractor. The Contractor's personnel and sub-contractors are not to be considered in any respect employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor will only accept instructions from SPC in the performance of this contract. The Contractor will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

The contractor shall not discriminate against any person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Contractor must ensure that the services are performed in accordance with this contract. Where personnel have been specified, they must provide those services. SPC may remove any personnel (including Specified Personnel) from work in respect of this Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the contract, the Contractor will provide replacement personnel (acceptable to SPC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor may not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of SPC.

6. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of SPC for all sub-contractors. The approval of SPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

7. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of SPC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual

property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

9.1 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of this Contract, including appropriate worker's compensation for personal injury or death.

9.2 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this contract.

9.3 The Contractor shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this Article.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or

documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At SPC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC in connection with its business or otherwise.

14. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of SPC, shall be treated as confidential and shall be delivered only to SPC authorised officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

15.3 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

16.1 Either party may terminate this contract for cause, in whole or in part, with thirty days' written notice to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

16.2 SPC reserves the right to terminate without cause this Contract, at any time with fifteen days written notice to the Contractor, in which case SPC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

16.3 In the event of any termination by SPC under this Article, no payment shall be due from SPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, SPC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPC of the occurrence of any of the above events.

17. SETTLEMENT OF DISPUTES

17.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

17.2 If a dispute is not settled within sixty days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

18. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC, including its subsidiary organs.

19. TAX EXEMPTION

19.1 Under the 'Host Country Agreement' with the Country hosting SPC Offices, SPC, being an International Organisation, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise SPC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPC to determine a mutually acceptable procedure.

19.2 Accordingly, the Contractor authorises SPC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPC before the payment thereof and SPC has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

20. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SPC has adopted a social and environmental responsibility policy. The contractor must comply to ethically and sustainably manage social and environmental risks and impacts of its activities, particularly in reference to:

21. CHILD LABOUR

21.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

21.2 Any breach of this representation and warranty shall entitle SPC to terminate

this Contract immediately upon notice to the Contractor, at no cost to SPC.

22. HUMAN RIGHTS

22.1 The Contractor recognises, respects and upholds the human rights of every individual, being a minimum those protected by the Universal Declaration of Human Rights. The Contractor will actively seek to ensure he is not complicit in human rights abuses committed by others.

22.2 The Contractor is committed to respecting, and acting in a manner which avoids infringing on, human rights. In this regard the Contractor acknowledges the Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect Respect and Remedy' framework (2011).

22.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.

22.4 Any breach of this representation and warranty shall entitle SPC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPC.

23. GENDER EQUALITY AND SOCIAL INCLUSION

SPC is committed to progress gender equality and social inclusion in all area of its work. The Contractor is expected to promote gender equality and diversity in the workplace by striving to have gender balance in the workforce and employ youth and persons with disabilities where possible, at all levels. The contractor is expected to have measures in place to ensure equal pay for work of equal value, to prevent sexual harassment, of bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

24. ENVIRONMENTAL RESPONSIBILITY

The Contractor must ensure a rational use and management of natural resources and ecosystems, to prevent or, where not possible, to minimise damage to the environment and address climate change, so as to ensure these resources will be available for future generations.

25. OBSERVANCE OF THE LAW

The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

26. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this contract's provisions will be valid and enforceable against SPC unless provided by an amendment to this contract signed by the authorised official of SPC.