SPC Suva Regional Office Private Mail Bag Suva Fiji Telephone: +679 337 0733 Fax: +679 337 0021 SPC Headquarters BP D5 98848 Noumea Cedex New Caledonia Telephone: +687 26 20 00 Fax: +687 26 38 18



REQUEST FOR QUOTATION RFQ19-057

Date: 30th July 2019

Re: Consultant for Business Literacy training of Seaweed Farmers, Solomon Islands

Pacific Community FAME Division through the Sustainable Pacific Aquaculture Development (PacAqua) Project would like to invite interested individuals to submit a quotation for the Provision of Consultant for Business Literacy training of Seaweed Farmers in Solomon Islands.

- All interested individuals are to submit quotation using submission form Part A (Technical Proposal Submission) & submission form Part B (Financial Proposal submission) and should be emailed to <u>avinashs@spc.int</u> by 4.00pm 16th August 2019.
- 2. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices should be inclusive of all costs and statutory obligations.
- 3. All prices quoted shall be in EURO and be inclusive of all costs related to the delivery of the consultancy services to SPC and any applicable taxes.
- 4. The validity of quotation shall be for 120 days from the deadline for submission. There shall be no change to the quotation after it has been approved.
- 5. Any requests for clarification or additional information shall be directed to <u>robertj@spc.int</u> or <u>avinashs@spc.int</u>.

This letter shall not be construed in any way as an offer to contract or obligation for SPC to procure from your organisation.

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ANNEX I TERMS OF REFERENCE <u>RFQ19-057</u>

Project Title: Sustainable Pacific Aquaculture Development Project – Consultant Procurement for Business Literacy training of Seaweed Farmers, Solomon Islands

A. Project Description

The Fisheries, Aquaculture and Marine Ecosystems Division (FAME) of the Pacific Community (SPC) has launched the New Zealand Ministry of Foreign Affairs and Trade (NZMFAT) funded Sustainable Pacific Aquaculture Development project (PacAqua). In order to increase and improve economic and nutritional gain from aquaculture in the Pacific, aquaculture is to be developed on a business-like footing, be it private sector or community led.

The PacAqua project aims to increase adoption of and enhance business acumen amongst aquaculture operations, and increase uptake and adoption of improved aquaculture practices. Under this project, the FAME Division will provide business mentoring and training, capacity development and technology transfer in feed, seed and broodstock management to selected enterprises and partners.

The Solomon Islands Ministry of Fisheries and Marine Resources (MFMR) has identified a need for improved financial literacy amongst seaweed farmers to improve management of their small-scale business and personal finances. This is now listed under the Draft Seaweed Action Plan. MFMR have worked closely to build technical capacity amongst these seaweed farmers for many years. Hence, it is important that MFMR staff are also trained in financial literacy to continue their support to farmers.

A specialized trainer is sought with extensive experience in conducting business/ financial literacy training for farmers and MFMR. The trainer should be able to share their knowledge and experience, and draw upon parallels and visions from other sectors to guide farmers and MFMR staff. Improved business literacy skills will enable the farmers to operate with greater efficiently, while boosting capacity of individual farmers to manage their own farm businesses. This will go a long way to ensuring the sustainability of this aquaculture industry.



B. Scope of Work

- 1. The consultant will undertake two financial literacy trainings, one in Manaoba and one in Wagina.
- 2. Each financial literacy training will target 30 seaweed farmers (ideally participants will be in equal gender proportions) and up to 5 MFMR staff. A maximum of 5 days, excluding travel can be allocated for each training.
- 3. Each training can be delivered one after another, or spaced out a few weeks apart to allow for preparatory works and travel.
- 4. The training content will be based on standard financial literacy training guidelines for primary production sectors in the Pacific. We invite interested parties to submit their proposed training outlines, tailored for seaweed farmers in Solomon Islands, for SPC's consideration. This can be the subject of further negotiation before a candidate is selected.

C. Expected Outputs

- 1. Up to 70 seaweed farmers and MFMR Staff trained under the Financial Literacy program.
- 2. A training report that includes the content of the training, participant list, feedback from participants on aspects they found most and least valuable from the training and recommendations on future business capacity needs. A workshop evaluation by participants will be collected and its findings synthetized into the training report. The training draft reports for each training, needs to be provided within two weeks of the training delivery completion date. The final report will also be submitted, that merges the two draft reports into a single report.

The target delivery date for the training is early October 2019 and the report is 8th November 2019.

D. Institutional Arrangement

- The contractor will be directly responsible to Mr Robert Jimmy, Aquaculture Advisor and Mr Avinash Singh, Aquaculture Officer.
- Reporting will be undertaken based on milestones achieved rather than on a regular basis.
- The contractor is expected to collaborate with MFMR and SPC Aquaculture staff.
- Consultant will work with SPC with regards to finalizing content of trainings.
- Ministry of Fisheries and Marine Resources will assist with nominations for the trainings, planning the training, introductions and liaison with farmers.

E. Duration of the Work

- The total period of engagement is 3 months.
- The commencement date of the work is on 19th August 2019, with an expected completion date of 15th November 2019.
- Overall 14 days of engagement for the works including up to 10 days of field work for the training, and 4 days allocated for preparation and report writing. This does not include travel days.

F. Duty Station (if relevant)

- The field work for the training will be undertaken in Manaoba and Wagina in Solomon Islands. Any desk work to be performed at their normal duty station.
- The contractor will not be required to report daily at any office during the works.

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G. Qualifications of the Successful Contractor

- The consultant must have a minimum Bachelor's Degree in the field of industrial relations, business administration or association management or similar field of study. (Any other appropriate field)
- The consultant must have a minimum of 3 years of work experience delivery of training in business and financial capacity building and/ or developing training programs, ideally dealing with small aquaculture/ agriculture farmer groups.
- The consultant should be able to communicate well with farmers, with sharing experience in key generic areas that ensure success of small businesses. Experience with working in the Pacific region and communicating in the local language will also be useful.
- Ability to collaborate with multiple partner organisations will also be useful.

H. Scope of Bid Price and Schedule of Payments

- The contract payments is based on milestones.
- The bidder must include all costs including professional fees, management and operating costs, travel costs, per diems and any other administrative costs in the contract price.

Milestone/output	Deadline	% payment
Signing of contract and acceptance of training program	23 rd August 2019	30%
Completion of Training in Manaoba, and submission of draft training report for Manaoba within two weeks after completion of training delivery at Manaoba.	7 th October 2019	20%
Completion of Training in Wagina, and submission of draft training report for Wagina within two weeks after completion of training delivery at Wagina.	30 th October 2019	20%
Acceptance of Final Report by SPC. Final report will merge the two draft reports into one report.	8 th November 2019	30%

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ANNEX II

Technical Proposal Submission Form (Form A) Request for Quotation 'Sustainable Pacific Aquaculture Development Project – Consultant Procurement for Business Literacy training of Seaweed Farmers, Solomon Islands

PART A – Background

CRITERIA	RESPONSE BY BIDDER
Name:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Email:	
Two contacts of referees	
/references. Attach additional	
details if applicable.	

PART B – Qualifications (please provide your CV)

CRITERIA	RESPONSE BY BIDDER
Tertiary qualifications	
Post graduate studies in the relevant field	
Membership of relevant professional body (if applicable)	



PART C – Knowledge / Experience

CRITERIA	RESPONSE BY BIDDER
At least 3 years of work	
experience delivery of training	
in business and financial	
capacity building and/ or	
developing training programs, ideally dealing with small	
aquaculture/ agriculture	
farmer groups/ and or	
communities	
Ability to communicate in	
English and local languages to	
improve deliver and understanding to participants.	
understanding to participants.	
Experience working with	
governments and/ or donors	



ANNEX II

Financial Proposal Submission Form (Form B) Request for Quotation 'Sustainable Pacific Aquaculture Development Project – Consultant Procurement for Business Literacy training of Seaweed Farmers, Solomon Islands

Part A: Declaration

- 1. The undersigned consultant propose and agrees if this proposal is accepted, to enter into an agreement with SPC, to commence and to complete all the work specified or indicated in the contract documents.
- 2. In submitting this proposal, consultant represents that; he/she has examined all the RFQ documents to provide procurement services to PacAqua Programme
- 3. Contractors agree to complete the services for the following price (VIP) :

Particulars	Amount (EURO)
Fees (daily rate or per month)	
Travel related costs (if any)	
Costs stipulated in country of Consultancy	
Any other costs	
Total financial offer (inclusive of all taxes)	

Print name and sign

Date

Title_____

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<u>ANNEX III</u>

SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor visà-vis SPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPC.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to SPC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect SPC and shall 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 Staff of SPC, their employee, traveler, independent professional or any other person because of race, medical condition, religious creed, ancestry, national origin, age, sex or handicap.

4. SPECIFIED PERSONNEL

The Service Provider must ensure that the Specified Personnel perform the Services in accordance with this Contract. SPC may, at its absolute discretion, require the Service Provider to remove any Personnel (including Specified Personnel) from work in respect of this Contract, or from undertaking the Services or any part of the Services. If it does so, or if Specified Personnel are unable or unwilling to perform the Services, the Service Provider shall provide replacement Personnel (acceptable to the Customer) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

5. ASSIGNMENT

The Contractor shall 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.

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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 shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 9.4 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 furnished by SPC shall rest with SPC and any such equipment shall be returned to SPC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to SPC, 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 shall be 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.

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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, upon thirty days' notice, in writing, 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 upon 15 days prior 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

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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. Amicable Settlement

The Parties shall 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. Where the parties wish to seek such an amicable settlement through conciliation shall take place in accordance with the Local Law, or according to such other procedure as may be agreed between the parties.

17.2. Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable local law. 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. CHILD LABOUR

20.1 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,

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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.

20.2 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.

21. HUMAN RIGHTS

- 21.1 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.
- 21.2 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).
- 21.3 To meet these commitments, the Contractor will not accept modern slavery, forced labour and human trafficking in his supply chain.
- 21.4 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.

22. OBSERVANCE OF THE LAW

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

23. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against SPC unless provided by an amendment to this Contract signed by the authorised official of SPC.