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

Date: 24th July 2018

To Whom It May Concern

<u>Re: Consultant to conduct training in the Vanuatu nationally accredited Resilience</u> <u>Certificate Level 3</u>

The SPC Pacific Technical and Vocational Education and Training (PacTVET) Project and the SPC/GIZ Coping with Climate Change in the Pacific Island Region (CCCPIR) Programme would like to invite interested individuals to submit a quotation for the provision of consultancy services to conduct training in the Resilience Certificate Level 3 programme in Port Vila, Vanuatu.

All interested individuals are to submit quotations using the Technical Proposal Submission Form (Form A) which is attached as Annex II and the Financial Proposal Submission Form (Form B) which is attached as Annex III. The forms should be emailed to <u>PoojaP@spc.int</u> by **4pm (Fiji time) Wednesday 1st August 2018**. SPC reserves the right to accept or reject any quotations without thereby incurring any liability to the vendor submitting the quotation. All prices quoted shall be in US dollars (USD) and should be inclusive of all costs and statutory obligations.

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.

Any requests for clarification or additional information shall be directed to <u>amelias@spc.int</u> and <u>daniel.gerecke@giz.de</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

Project Title: Provide support to the SPC-USP Pacific Technical Vocational Education and Training in Sustainable Energy and Climate Change Adaptation Project (EU-PacTVET) and the SPC/GIZ Coping with Climate Change in the Pacific Island Region (CCCPIR) Programme

A. Project Description

Arguably one of the key barriers to improving P-ACP countries' energy security status and resilience to climate change impacts is the lack of local and regional capacity and expertise which results from the absence of sustainable training programmes, trained staff and well-resourced and equipped training institutions to deliver on the required training programmes.

The EU-PacTVET project is being implemented by the Pacific Community (SPC) in partnership with the University of the South Pacific over a period of 53 months, from July 2014 with funding provided the European Union.

The general objective of the project is to enhance sustainable livelihoods in P-ACPs. Sustainable livelihoods are a high priority for P-ACP communities and governments alike. The purpose of the project is to enhance and/or create P-ACP's regional and national capacity and technical expertise to respond to climate change adaptation and sustainable energy challenges.

The project has worked in partnership with the Fiji Higher Education Commission to develop certificate level qualifications in TVET in the fields of Resilience (Climate Change Adaptation and Disaster Risk Reduction CCA/DRR) and Sustainable Energy. Regional certificates 1 to 4 have been developed for both fields. These certificates have been accredited by the Education Quality Assessment Programme (EQAP) and applied as the first regional TVET qualifications in the Pacific region.

In the field of resilience, the Regional Certificates 1 & 2 have been mapped to the Vanuatu National Certificate in Climate Change and Disaster Risk Reduction (CCDRR) which was developed in partnership between SPC/GIZ CCCPIR, the Vanuatu Rural Development and Training Centre Association (VRDTCA) and the Vanuatu Ministry of Education and Training (MoET) and in close collaboration with the Vanuatu Qualification Authority (VQA). This CCDRR course was delivered at the Vanuatu Institute of Technology (VIT) in the first half of 2017.

Following the successful delivery of the Vanuatu National Certificate Level 1 Course on Resilience (equivalent to Regional Certificates 1 and 2), MoET, VIT, the Ministry of Climate Change (MoCC) and SPC/GIZ CCCPIR, in close cooperation with VQA, embarked on the development of a Vanuatu National Certificate Level 3 Course on Resilience. This course is expected to commence in August 2018 at VIT.

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The EU-PacTVET Project and SPC/GIZ CCCPIR Programme are seeking a consultant to conduct training in the nationally accredited Resilience Certificate Level 3 programme, which is to commence in August 2018. This training will be based in Port Vila, Vanuatu. The participants of the course will gain the skills and knowledge to apply a range of solutions to problems related to climate change and disaster risks and to undertake roles as agents of change.

B. Scope of Work

The main task is to deliver the certificate level 3 programme over a 20-week period from August to December 2018. The training will be continually supported by VIT, most likely through trainers dedicated to this position on a full-time basis. There will be a maximum of 30 participating learners in the class. The trainer will need to develop the learning and assessment materials however. The participants will be a blend of Anglophone and Francophone learners with Bislama language used at times as needed.

After the course delivery, the consultant is expected to finalise the course materials used during the training, integrating necessary adaptations and refinements if necessary. The final course materials should be delivered by the end of February 2019.

C. Expected Outputs

- Participants will be trained and supported to the best of the trainers' knowledge and skills and those who successfully complete the course will be awarded the nationally accredited Certificate Level 3 in Resilience.
- Participants are guided in the proper use of the provided suitable learning resources to assist them in the learning process.
- Participants will be assessed on a continuous basis, through a combination of workbook tasks, oral presentations, fieldwork, end of unit summative tests and written/oral reflections.
- All classes are delivered within VIT's normal scheduled times.
- Constant feedback is provided to the participants through daily interactions and the results of the assessments.
- A high standard of professional conduct is maintained throughout the training.
- Trainers provide support and information to the participants both inside and outside the classroom environment.
- High quality materials (learner guides and learner workbooks) are available for use by other training organisations in Vanuatu and other countries, as required.

D. Institutional Arrangement

The consultant will be directly responsible to the Team Leader of the EU-PacTVET team stationed at the SPC Energy Programme in Nabua, Suva, Fiji. In this case, the reporting and any matter relating to the consultancy work should be referred to the EU-PacTVET Team Leader and the SPC/GIZ CCCPIR Climate Change and Education Advisor in Suva, Fiji.



E. Duration of the Work

The consultancy work must be completed by 28th February 2019. Phasing of the consultancy work is at the Consultant's discretion and is based on the work methodology that forms the part of the bidding document.

F. Duty Station (if relevant)

The consultant will be based in Port Vila, Vanuatu for the duration of the consultancy. It is anticipated that information required for this consultancy can be found online or communicated electronically.

The consultant, depending on the work plan, will have to report or liaise with the EU-PacTVET team through the Team Leader and with the SPC/GIZ CCCPIR Climate Change and Education Advisor on any matters that need the team's attention during the course of the consultancy.

G. Evaluation Criteria

Qualifications of the Successful Contractor

• It is **essential** that the appointee is a well-qualified professional with integrity and confidence with formal qualification as a teacher/adult trainer.

Knowledge, Skills and Experience

- Fluency in Bislama, French and English.
- Experience teaching /training adults in Vanuatu or the Pacific region.
- At least ten years related work experience.
- High level planning and organizational skills.
- Excellent interpersonal and communication skills.
- Computer literacy to facilitate using technology in the learning environment.
- Demonstrated experience developing quality student-centered teaching and learning resources for the Pacific region.

Proposal Evaluation Matrix (this will form 70% of the total assessment)

Competency Requirements	Score Weight (%)	Total Obtainable Score
1. A well-qualified professional with integrity and confidence with formal qualification as a teacher/adult trainer.	10%	10
2. Experience teaching/training of adults in Vanuatu or the Pacific region.	15%	150
3. At least ten years related work experience.	5%	5
4. High level planning and organizational skills.	10%	10
5. Excellent interpersonal and communication skills.	10%	10
6. Computer literacy to facilitate using technology in the learning environment.	5%	5



Competency Requirements	Score Weight (%)	Total Obtainable Score
7. Demonstrated experience developing quality student-centered teaching and learning resources for the Pacific region.	15%	15
Total Score	70%	70
Qualification Score	49%	49

H. Scope and Indicative Schedule of Payments

- The contract cost will be paid based on achieving each set out milestone as shown in the table in this section.
- The following components must be specified by the bidder and must be included in the computation of the contract price:
 - a. Professional fees; and
 - b. Management and operating costs.
- The remuneration rate should cover all associated expenses as no additional payments will be made beyond the agreed contract. Include airfares, per diems and all anticipated costs. Airfares can be itemized separately to show these costs.
- In full consideration of the complete and satisfactory completion of the activities specified in section C, the consultant shall be paid in accordance with the following milestones.

Milestones/outputs	Deadline (date)	% Payment
Signing of Contractual Agreement	6 th August 2018	20% of price
Submission of interim progress report detailing the following:	15 th October 2018	20% of price
• List of participants (including sex, province, email address (if applicable))		
• Summary of learning objectives covered to date		
• Summary of continuous assessment conducted to date		
Submission of final report related to course delivery and in accordance with expected outputs in section D	20 th December 2018	20% of price
Submission of final course materials (learner guides and learner workbooks)	28 th February 2019	40% of the price

The deadlines given above have been specifically selected to ensure that the course delivery is within the Vanuatu Institute of Technology's normal scheduled times and dates.



ANNEX II Technical Proposal Submission Form (Form A)

Request for Quotation 'SPC Pacific Technical and Vocational Education and Training Project and SPC/GIZ Coping with Climate Change in the Pacific Island Region Programme – Consultancy to conduct training for the nationally accredited Resilience Certificate level 3 in Port Vila, Vanuatu

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

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
Well-qualified professional with	
integrity and confidence with	
formal qualification as a	
teacher/adult trainer.	
Experience teaching/training of	
adults in Vanuatu or the Pacific	
region.	
At least ten years related work	
experience.	



CRITERIA	RESPONSE BY BIDDER
High level planning and organizational skills.	
Excellent interpersonal and communication skills.	
Computer literacy to facilitate using technology in the learning environment.	
Demonstrated experience developing quality student- centered teaching and learning resources for the Pacific region.	



ANNEX III Financial Proposal Submission Form (Form B)

Request for Quotation 'SPC Pacific Technical and Vocational Education and Training Project and SPC/GIZ Coping with Climate Change in the Pacific Island Region Programme – Consultancy to conduct training for the nationally accredited Resilience Certificate level 3 in Port Vila, Vanuatu

Part A: Declaration

- 1. The undersigned consultant proposes 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, the consultant represents that; he/she has examined all the RFQ documents to provide technical services for training participants in the nationally accredited Resilience Certificate level 3 programme in Port Vila, Vanuatu.
- 3. Contractors agree to complete the services for the following price (VIP):

Particulars	Amount (USD)
Professional Fees	
Management Fees	
(Please add additional costs as required)	
Total	

Print name and sign

Date

Title



ANNEX IV

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.

8. INDEMNIFICATION

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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.

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.

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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 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 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, 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.

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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.