

**REQUEST FOR QUOTATION**

**RFQ SUV19/010**

Date: 29/07/2019

**SUBJECT: REVIEW OF REGIONAL CERTIFICATES IN RESILIENCE (QUALIFICATIONS LEVELS 1-4)**

The Pacific Community (SPC) would like to invite interested qualified bidders to submit quotations to conduct review of the Regional Certificates in Resilience (Levels 1-4) with the following details:

1. Bidders are requested to submit a quotation to carry out specific tasks as outlined in the Terms of Reference (Annex I).
2. Queries of questions can be directed to [melindam@spc.int](mailto:melindam@spc.int)
3. SPC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.
4. 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 Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser’s action.
5. All prices quoted shall be in FJD and be inclusive of all costs related to the services on the review of the Resilience Qualifications Levels 1-4
6. This RFQ has been advertised regionally and quotations will be assessed based on both assessed abilities to achieve the outcomes, and cost.
7. Please email your quotation using the Technical Submission Form in Annex II and the Financial Submission Form in Annex III to [melindam@spc.int](mailto:melindam@spc.int) by **12pm pm Fiji time on 10th August 2019.**

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

**ANNEX I**

**TERMS OF REFERENCE**

1. **Project Title: Global Climate Change Alliance Plus Intra-ACP-Pacific Adaptation to Climate Change and Resilience (PacRES)**
2. **Background:**

# The overall objective of the PACRES Project is to increase the resilience of Pacific ACP Countries to climate change and achieve the UN Sustainable Development Goals in particular the Goal 13 “Take urgent action to combat climate change and its impacts” in order to reduce poverty and promote sustainable development. This project is jointly implemented by the Secretariat of the Pacific Regional Environment Programme (SPREP), Pacific Islands Forum Secretariat (PIFS), Pacific Community (SPC) and the University of the South Pacific (USP).

Specifically, the SPC is responsible for the implementation and reporting of Component 4 of the SPC-PACRES project which is *The Pacific regional organisations and Pacific ACP countries share information, results and knowledge about climate action and strengthen their capacity to intervene to mitigate and/or adapt to climate change.*

One of the deliverables under Component 4 in order to further professionalize the workers in Resiliency is to review of Qualifications levels 1-4. The results of the review will be the springboard for the development of Qualifications Levels 5 & 6.

# Scope of Work:

To upscale professionalization of Resiliency workers a review on the current Qualifications is significant in order to evaluate its relevance to constant changes in the Resiliency sector.

This consultancy aims to:

1. Ensure relevance of the current regional qualifications in Resilience as to its appropriateness in a regional and national context
2. Embed monitoring and evaluation instruments for Qualification Levels 1-4
3. Investigate on the success and challenges in the implementation of the Resilience Qualifications in terms of the –

* Getting a buy-in from the Employer sector (Fiji)
* Getting a buy-in from other Pacific countries
* Who are certified
* Percentage of passing rate
* Capacity of the Assessors/Moderators
* Status of schools or training centres also used as Assessment centres
* Appropriateness of the curriculum used
* Capability of the Trainers

The Scope of work for the consultancy will include, but not necessarily limited to the following activities:

1. Determine the extent of the roll-out of these qualification over the last 2 years since its granting of regional qualifications
2. Re-visit the relevance of the current competencies per level to ensure they remain aligned with the Pacific regional and national priorities
3. Embed Monitoring and Evaluation instrument and process in each Level

# Expected Outputs

The expected outputs are the following:

1. A National Qualification on Resilience Levels 1-4 on the Fiji Qualifications Framework (FQF) reviewed and updated
2. A document on Monitoring and Evaluation of Resiliency Qualifications Levels1-4
3. Conducted an orientation on the updated Resilience Qualifications. The event must be participated in by the national industry working groups, the academe including TVET associations and government line agencies
4. Trained external assessors available to assess learners in the reviewed/updated NQ on Resilience Levels 1-4
5. 5. Publication of Manuals for the NQs as appropriate report incorporating the following:

* Process of the review
* Outline of the changes in the content of the Qualifications
* Suggested Next Steps to obtaining a buy-in from employers (FiJi) and the Pacific countries
* Suggested Next Steps to align the Qualifications to the Asian Quality Framework
* Suggested changes/inclusion in the curriculum for Resiliency

1. Packaged of the Qualification per Level (hard copies)
2. E-copies of the Qualifications per Level
3. A copy of the Report (Item D.6 ) in print and e-copy

# Institutional Arrangements

1. The consultant will be directly responsible to the Team Leader/TVET Coordinator of the team stationed at SPC in Nabua. In this case all matters relating to the consultancy work shall be referred to the TVET Coordinator.
2. The Reports are due as specified
3. The Consultant is expected to consult/interact on a tripartite approach in the course of performance and delivery of its services. Tripartite approach would mean involving the government, academe and private/industry/labour sectors. The following institutions are suggested but not limited to:

* Government line agencies on mandated on Resilience and TVET regulations
* Government line agencies mandated on labor and industries management
* TVET Associations
* Technical Vocational Institutions (TVIs)
* Industry Working Groups
* Organizations/offices involve in Climate Change Management Advocacy
* PACRES – TVET Unit is SPC
* And other organizations deemed relevant in the review of the Resilience Qualifications 1-4

1. The Consultant is expected to work closely with the significant others and all stakeholders.
2. The Team Leader/TVET Coordinator or a team representative shall be informed and expected to visit in activities related to the scope of work herein determined

F. **Duration of the Work**

The consultancy services will be for a maximum of 5 months of which shall commence upon signing of the contract. The Consultant shall present its Programme of Work within the 1st week of the consultancy date indicating the Activities, Methodology and Timelines.

1. **Duty Statio**n

Any travel to the Pacific-ACP counties will have to be adequately planned and justified. It is expected that in-Country coordinators and SPC Focal Points can be involved to manage the need for travels.

# Qualifications of the Successful Consultant

The Consultant must possess the following minimum qualifications:

1. Highly experienced in Qualifications Development and/or Facilitation
2. Substantial staff and personnel knowledgeable on the Fiji Qualification Framework; knowledge of the Asian qualification Framework will be an advantage
3. Capable to vouch that all reviewed Qualifications are –

* Recognized as National Qualifications : the design, level descriptors, credit points, outputs are pre-aligned to appropriate level on the PQF
* Fit to the FQF and accreditation compliant

1. Established connections to observe the tripartite approach: government, academe and labor sectors in the review process

# Proposal Evaluation Matrix

# The Consultant is expected to provide evidences and/or show strong and proven capability on the services required. The technical and financial components will be evaluated using the following criteria:

(**Note: Technical component is covered by Items 1-3 and Item 4 for financial component)**

|  |  |  |
| --- | --- | --- |
| No | Requirement (please show evidences) | Points Attainable\* |
| 1. | At least 5-15 years of experience in Qualifications development/facilitation | 30 |
| 2. | At least with 5 staff/personnel strongly knowledgeable on National Qualifications- FQF, Pacific Qualification Framework (PQF) and knowledge on Asian Qualification Framework (AQF is an advantage) | 20 |
| 3. | Established access to relevant government and private entities identified in Item E.3 | 10 |
| 4.0 | Cost of Services (separate proposal) | 40 |
|  | **Total Score** |  |

\*Highest scores that can be accorded to for each item

The Contract cost will be paid based on achieving each set out milestone as per show in the table herein this section.

The full consideration for the complete and satisfactory completion of the activities specified in Section D, the consultant shall be paid in accordance to the following milestone activities:

|  |  |  |
| --- | --- | --- |
| **Milestones/Output** | **Deadline/Date** | **% Payment** |
| 1. Written confirmation of availability for a minimum of 6 month period | 7 days after  signing the  contract | 20 % of the price |
| 1. Interim Progress Report | End of month 3 | 30% of the price |
| 1. Presentation of the Report and Output | End of month 4 | 15% of the price |
| 1. Acceptance of the Final Report & Output | End of month 5 or earlier | 35% of the price |

**ANNEX II**

**Technical Proposal Submission Form**

**REVIEW OF REGIONAL CERTIFICATES IN RESILIENCE**

**(QUALIFICATION LEVELS 1-4)**

# PART A – Background

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

# PART B – Qualifications, Knowledge, skills and experience

|  |  |
| --- | --- |
| **CRITERIA** | **RESPONSE BY BIDDER** |
| At least 5-15 years of experience in Qualifications development/facilitation  ***Please attach sample/s of related work done*** |  |
| At least with 5 staff/personnel strongly knowledgeable on National Qualifications- FQF, Pacific Qualification Framework (PQF) and knowledge on Asian Qualification Framework (AQF is an advantage)  ***Please attached resume and mentions similar projects they were involved*** |  |
| Capable to vouch that all reviewed Qualifications are –  Recognized as National Qualifications : the design, level descriptors, credit points, outputs are pre-aligned to appropriate level on the PQF  Fit to the FQF and accreditation compliant  ***Please attached samples from most recent similar project completed*** |  |
| Established access to relevant government and private entities identified in Item E.3  ***Please include affiliation to existing industry and professional groups*** |  |
| Financial Proposal  ***The basis for assigning point is on the value of money and not necessarily the lowest bidder*** |  |

**ANNEX III**

**Financial Proposal Submission Form**

# Part A: Declaration

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1. The undersigned contractor propose and agrees if this proposal is accepted, to enter into an agreement with the Owner, to commence and to complete all the work specified or indicated in the contract documents.

1. In submitting this proposal, contractor represents that; he/she has examined all the RFQ documents to provide technical services to support the Review of Regional Certificates in Resilience (Qualifications Level 1-4)
2. Contractors agree to complete the services for the following price (VIP) :

|  |  |
| --- | --- |
| **Particulars** | **Amount (FJD)** |
| Fees (daily rate) |  |
| Costs related to travel |  |
| Any other costs ( provide description) |  |
| Total financial offer (inclusive of all taxes) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name and sign Date

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX IV**

**SPC GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES**

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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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. . In addition, the contractor must respect intellectual property related to traditional knowledge and other cultural heritage in the production of knowledge and use of images, patterns, and other cultural related products. Photos credits and permissions need to be provided to SPC, and in compliance with SPC Child Protection Policy, images of children and youth without the consent of their parents is forbidden.

1. **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.

1. **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.

1. **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.

1. **TERMINATION**
   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.
   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.
   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.
   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.
2. **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.

1. **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.

1. **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.

1. **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:**

1. **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.

1. **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.

1. **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.

1. **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.