



## Request for Proposals (RfP)

Consultancy Services to Conduct a review of national environmental legislation and related; regulations, policies, and standards, and propose modifications that will support the implementation of the updated St. Christopher National Physical Development Plan

**International Union for Conservation of Nature and Natural Resources**

**Regional Office for Mexico, Central America and the Caribbean**

**Country: St. Kitts and Nevis**

**Name of the Project: “Improving Environmental Management through Sustainable Land Management in St. Kitts and Nevis”**

**Budget Line: PA03159.C1; DR03159.NC**

**AOP Code: 24-SKN02**

*Proposers are hereby invited to submit a technical and financial proposal for the aforementioned Consultancy Service. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.*

### 1. ABOUT IUCN

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Created in 1948, IUCN is now the world’s largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,400 Member organisations and some 18,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples’ organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local communities, these projects work to reverse habitat loss, restore ecosystems and improve people’s well-being.

[www.iucn.org](http://www.iucn.org)

<https://twitter.com/IUCN/>

### 2. REQUIREMENTS

- 2.1. A detailed description of the services to be provided can be found in Annex 1 (Terms of Reference)

### 3. CONTACT DETAILS

3.1. 3.1 During the course of this RfP, from its publication to the award of a contract, you may not contact or discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

IUCN Contact: Procurement Officer, [procurement.Ormacc@iucn.org](mailto:procurement.Ormacc@iucn.org)

### 4. PROCUREMENT TIMETABLE

4.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, that will be informed.

DATE	ACTIVITY
29/02/24	Publication of the Request for Proposals
12/03/24	Deadline for submission of questions
22/03/24	Deadline for submission of proposals to IUCN (" <b>Submission Deadline</b> ")
29/03/24	Clarification and evaluation of proposals
12/04/24	Planned date for contract award
22/04/24	Expected contract start date

4.2. Send an email to the IUCN contact to register an email address to receive notifications or clarifications of this bidding process, bidders in turn will be able to confirm if they intend to submit a Proposal before the deadline indicated above.

4.3. IUCN reserves the right to issue responses to any question to all Bidders, unless the Bidder making the inquiry expressly requests, at the time of inquiry, that it be kept confidential. If IUCN considers the content of the question and/or the answer to be non-confidential, it will inform the Bidder, who will have the opportunity to withdraw the question.

4.4. At any time before the deadline for submitting Proposals, IUCN may amend the RFP and will send all Bidders who have notified their interest or, failing that, registered an email to receive notifications, and it will be disclosed in the media used. For this end.

4.5. If the amendment is substantial, IUCN may extend the deadline for submission of Proposals in order to allow Bidders a reasonable time to consider the amendment in their proposals.

### 5. PRESENTATION OF THE PROPOSALS

5.1. The Bidder interested in submitting a Proposal must submit the following documents, in the order listed, placing:

#### A. ADMINISTRATIVE REQUIREMENTS

- a. Copy of identification document or passport (in case of being a foreigner)

- b. Copy of legal invoice for fees collection.
- c. Copy of resume
- d. Letter of interest signed, indicating that the Consultant have read, understood and accept the content of these Terms of Reference. (Annex 2)
- e. Signed Declaration of Undertaking (Annex 3a)
- f. Human Resources Questionnaire filled and signed (Annex 4)

**FOR CONSULTANCY COMPANIES:**

- a. Copy of Certification of Incorporation
- b. Copy of identification document of the Legal Representative
- c. Copy of legal invoice for fees collection.
- d. Copy of resumes of the Consulting Team
- e. Letter of interest signed, indicating that the Consultant have read, understood and accept the content of these Terms of Reference. (Annex 2)
- f. Signed Declaration of Undertaking signed by the Representative of the Consulting Company or, in the case of a Consortium or group of Consultants, signed by each member indicating that they have read and understood the content of the Declaration (Annex 3b)
- g. Human Resources Questionnaire filled and signed (Annex 4)

**B. TECHNICAL PROPOSAL:**

- i. The technical proposal must address each of the criteria listed below explicitly and separately, citing the reference number of the relevant criterion (Description column).

	Description	Information to be presented	Relative importance (%)
1	Methodology to be implemented	A detailed description of work to be implemented; the procedure of the consultancy; instruments and parameters to be used; and participants to be engaged.	15%
2	Schedule with logical dimension of time	A matrix of activities with scope of work and timelines to achieve the objective of consultancy	15%
3	Qualifications Bachelors' Degree or equivalent academic attainment in any of the following fields: Law, Environmental Policy	Company Profile / CV of the consultant(s)	20%
4	At least 5 years' experience drafting and/or developing legislation and regulations in St. Kitts and Nevis	Company Profile. CV of personnel responsible for the Consultancy. Evidence of similar deliverables – PDF, link	30%
5	Experience developing policies, legislation, and/or regulations related to National Physical Development Plans	Company Profile. CV of personnel responsible for the Consultancy. Evidence of similar deliverables – PDF, link	20%
<b>TOTAL</b>			<b>100%</b>

- i. IUCN will evaluate the technical proposals with respect to each of the criteria indicated in point i) and their relative importance.

- ii. Proposals in any other format will significantly increase the evaluation time and therefore such proposals may be rejected at the discretion of IUCN.
- iii. When resumes (CVs) are requested, these should be from the people who will perform the specified job. Persons submitted as part of the Proposal may only be replaced with the approval of IUCN.
- iv. In the event that a company or group of consultants applies, in addition to the above information, the following must be specified:
  - Responsible for consulting
  - Composition of the consulting team, specialty of each member.
  - Role and responsibility in the activities/products of each member in accordance with the TOR

**C. FINANCIAL PROPOSAL:**

**Signed by the Proposer, indicating the value of professional services **USD** in numbers and letters.**

- i. It will be considered that the prices presented include all the costs of fees, insurance, taxes, obligations and risks that must be considered for compliance with the Terms of Reference. IUCN will not accept charges beyond those clearly indicated in the Financial Proposal and that are eligible for the execution of the Contract.
- ii. The Bidder will have to assume the payments corresponding to taxes according to regulations in force in its country; You will have to have health and life insurance up to date; and will assume the bank charges by transfer.
- iii. If local or international trips must be made for the execution of this Contract, the costs will be paid by IUCN through reimbursement and will be governed by the IUCN per diem scale for food and lodging.
- iv. Travel expenses related to the execution of this Contract will not exceed the total amount of (**USD**) broken down as follows:

<b>Expense Type</b>	<b>Maximum Amount</b>
N/A	

- v. For reimbursement of travel expenses, the Proposer must submit a financial report with original invoices/receipts (e.g., transportation, lodging, food and incidentals) to the IUCN Contact Person, in the currency of the Contract, so that the corresponding reimbursement can be processed.
- vi. Expenses related to vehicle maintenance, purchase of electronic equipment, cell phone expenses, consumption expenses or purchase of alcoholic beverages will be considered ineligible expenses.

vii. Breakdown of the Financial Proposal.

For information purposes, it is recommended that the details of the financial proposal be broken down as follows:

	Description	Quantity	Unit price	Total price
1				
2				
3				

\*USD currency

5.2. Additional information not requested by IUCN should not be included in the proposal and will not be subject to evaluation.

## 6. SENDING

6.1. The Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – Proposer name]. The Proposer name is the name of the company/organisation on whose behalf the proposal is being submitted, or the surname of the Proposer in case is bidding as a self-employed consultant. The proposal must be submitted in PDF format. The Proposer may submit multiple emails suitably annotated, e.g., Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool (e.g. Dropbox, Google Drive, etc)

**IMPORTANT:** Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

## 7. ELIGIBILITY

7.1. Not applicable.

## 8. VALIDITY

8.1. The proposal must remain valid and capable of acceptance by IUCN for a period of 60 calendar days following the submission deadline.

## 9. WITHDRAWALS AND CHANGES

9.1. Proposers may freely withdraw or change their proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

## 10. EVALUATION OF PROPOSALS

10.1. Completeness

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

10.2. Technical Evaluation

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance:

10.2.1. *Scoring Method*

Proposals will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high. Proposals that receive a score of '0' for any of the criteria will not be considered further.

10.2.2. *Technical Score*

The score for each technical evaluation criterion will be multiplied with the respective relative weight and these weighted scores added together to give the proposal's overall technical score.

10.3. Financial Evaluation and Financial Scores

The financial evaluation will be based upon the full total price submitted. Financial proposals will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds by the total price of your financial proposal.

**The proposals total score will be calculated as the weighted sum of the technical score and financial score.**

The relative weights will be:

**Technical: 70%**  
**Financial: 30%**

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the Proposer whose proposal achieves the highest total score.

**11. EXPLANATION OF PROCUREMENT PROCEDURE**

11.1. IUCN is using an Open Procedure for this procurement.

11.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the Proposer whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.

11.3. IUCN will contact all Proposers who submitted their proposal to inform them of the outcome of the evaluation. The timeline in Section 3.1 gives an estimate of when the contract award is expected to be completed, however this date may change depending on how long the evaluation of the proposals takes.

**12. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

12.1.1. To participate in this procurement, the Proposers are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

- 12.1.2. It is responsibility of each Proposer to ensure the submission of a complete and fully compliant proposal.
- 12.1.3. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result will not be consider to proceed further in the procurement process.
- 12.1.4. IUCN will query any obvious clerical errors in a proposal and may, at IUCN's sole discretion, allow a Proposer to correct these, but only if doing so could not be perceived as giving an unfair advantage.
- 12.2. In order to participate in this procurement, the Proposer must meet the following conditions:
- Free of conflicts of interest
  - Registered on the relevant professional or trade register of the country in which is established (or resident, if self-employed)
  - In full compliance with its obligations relating to payment of social security contributions and of all applicable taxes
  - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
  - Not bankrupt or being wound up
  - Never been guilty of an offence concerning professional conduct
  - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 12.3. Each Proposer shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A Proposer who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Proposer's participation to be disqualified.
- 12.4. By taking part in this procurement, the Proposer accept the conditions set out in this RfP, including the following:
- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
  - Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
  - Any price fixing or collusion with other Proposers in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

### 13. CONFIDENTIALITY AND DATA PROTECTION

13.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information a Proposer submits to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate the proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain the proposals in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

13.2. In the Declaration of Undertaking (Attachment 3) the Proposer needs to give IUCN express permission to use the information submitted in this way, including personal data that forms part of the proposal. Where a Proposer include personal data of employees (e.g. CVs) in the proposal, the Proposer needs to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider the proposal.

### 14. COMPLAINTS PROCEDURE

14.1. If a Proposer has a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact [sofiamariela.madrigal@iucn.org](mailto:sofiamariela.madrigal@iucn.org). Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

### 15. CONTRACT

15.1. The contract will be based on IUCN's template which terms of which are not negotiable.

### 16. ANNEXES

**Annex 1**     *Specification of Requirements / Terms of Reference*

**Annex 2**     *Letter of Interest*

**Annex 3**     *Declaration of Undertaking (select 2a for companies or 2b for self-employed)*

**Annex 4**     *Human Resources Questionnaire*



**ATTACHMENT 1  
TERMS OF REFERENCE**

**The Regional Office for Mexico, Central America and the Caribbean of the  
International Union for the Conservation of Nature**

**(IUCN-ORMACC)**

**REQUIRES**

**PROFESSIONAL CONSULTANCY SERVICES**

**TO**

***“Conduct a review of national environmental legislation and related; regulations, policies, and standards, and propose modifications that will support the implementation of the updated St. Christopher National Physical Development Plan”.***

<b>Type of Contract:</b>	Professional Consultancy Services
<b>Period:</b>	6 months
<b>Availability:</b>	Immediate
<b>Person Responsible for Supervision:</b>	Nikkita Browne, Project Coordinator

## **1. BACKGROUND AND JUSTIFICATION**

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### **About IUCN**

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<https://twitter.com/IUCN/>

## About the Project

The economy in St. Kitts and Nevis (SKN) has undergone a radical transformation during the last sixteen years, which has changed the islands' land-use patterns and pressures on its ecosystems. Sugarcane long dominated the landscape, particularly on the island of St. Kitts, but as a result of unfavourable trading terms, the industry was closed in July 2005. To diversify the economy, land use zoning has been modified to allow for non-agricultural uses of former sugarcane lands, such as the construction of homes, tourism facilities, schools, commercial & industrial sites, etc. More broadly, SKN has transitioned rapidly towards a more service-oriented economy. This rapid growth comes with sustainable development challenges, as it relates to land use planning and sustainable use of natural resources.

The project will support reforestation through agro-forestry, targeted planting of native species, and by Assisted Natural Regeneration (ANR) on degraded landscapes, and in particular on lands once used for sugar cane production. Through the planned ANR and reforestation efforts, the project will increase the area of forest and improve connectivity between the upper slopes of the Central Forests Reserve National Park (CFRNP), which contain Elfin and Sierra Palm Cloud Forest and Evergreen Cloud Forests on the upper slopes as well as tropical moist forest that harbours at least six Neotropical migrant bird species on the mid-level slopes, with numerous forest patches extending from the mid slopes to the coast. Reforestation will also reduce the negative impacts (increased sedimentation and reduced water infiltration) of degraded areas on downstream aquatic and coastal/marine ecosystems and biodiversity, improve water flow and retention to the benefit of local communities, and provide communities adjacent to the CFRNP with economic alternatives to harvesting resources within the park.

The Global Environment Facility-funded Project, **Improving Environmental Management through Sustainable Land Management in St. Kitts and Nevis**, aims to support SKN to address the drivers of development which have adverse impacts on land and other natural resources as a result of competing demands and reorient all sectors of the economy towards sustainable resource use policies and practices, which together can provide economic opportunities for the country's population while also sustaining ecosystem services and globally significant biodiversity. The Project Objective is to transform degraded forest landscape areas into biodiversity and climate-friendly areas of sustainable agricultural/agroforestry production.

To achieve these primary goals, the Project has three main Components:

- Component 1: Integrated and strengthened environmental planning and management on the islands of SKN to support island sustainability.
- Component 2: Mainstreaming Biodiversity (BD) conservation, Sustainable Land Management (SLM) and Climate Change Mitigation (CCM) into key development and resource management sectors; and
- Component 3: Increased awareness and understanding of issues related to SLM, BD Conservation, and Climate-Smart Agriculture (CSA).

The Global Environment Facility (GEF) with the approval of the Government of SKN (GOSKN) has selected the United Nations Environment Programme (UNEP) as the Implementing Agency of the project; as well, the GOSKN has selected the **International Union for Conservation of Nature Regional Office for Mexico, Central America and the Caribbean (IUCN-ORMACC)** as the Executing Agency.

This TOR is issued under Component 1 of the Project, specifically Output 1.1.2 which aims to revise relevant legal and regulatory framework to support the implementation of the updated St. Christopher National Physical Development Plan.

## 2. OBJECTIVES OF THE CONSULTANCY

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### 2.1. General:

- To review national environmental legislation and related; regulations, policies, and standards, and propose modifications to the legal framework to better support the implementation of the St. Christopher National Physical Development Plan

### 2.2. Specific:

- Conduct a desk review of national environmental legislation and related regulations, policies, and standards that are relevant to the implementation of the St. Christopher National Physical Development Plan (NPDP). This includes but is not limited to the:
  - Development and Control Planning Act (DCPA)
  - Fisheries Aquaculture and Marine Resources Act
  - Draft National Conservation and Environmental Management Act (NCEMA)
  - Draft Land Code
  - Draft Planning and Infrastructure Guidelines and Standards (PIGS)
- Conduct national legal consultations with relevant stakeholders to identify gaps in relevant policies and legal instruments as it relates to the implementation of the NPDP, and prepare and draft a report summarizing the outcome of the consultations
- Based on the findings of the national consultations, develop multi-sectoral proposals for amending policies and legal instruments that support the implementation of the NPDP. The proposed modifications should include but not be limited to the following:
  - Administrative direction for coordination and communication between departments of Marine Resources and Physical Planning to ensure effective consideration of Ridge-to-Reef in the development approvals process
  - Legal and/or regulatory requirements regarding integrating social impact assessment within the framework of existing EIA requirements.
  - A proposed amendment to definitions in the Development and Control Planning Act (DCPA), including the definition of Agriculture.

-A proposed amendment to the DCPA to include a requirement for the NPDP to be reviewed every five years, updated every 15 years

-A proposed amendment to the DCPA to link the Land use code and PIGS to the legislation

- Conduct at least 2 validation workshops with relevant stakeholders and prepare a final report with the proposed amendments to be submitted to the Minister of Sustainable Development

### 3. EXPECTED DELIVERABLES

No.	Deliverable	Description
1	Desk Report	A report summarizing the findings of the desk review including gaps in legislation and policies, and recommendations
2	Outcome report of consultation meetings	A report on the consultation process which summarizes comments/feedback/recommendations by the stakeholders to address gaps, and identifies those areas in existing policy and legislative framework that requires modification
3	Multi-sectoral proposals for modifications after validation by stakeholders	A report of the proposed modifications to the legislative and policy frameworks to be validated by stakeholders
4	Final Report	A report summarizing the proposed modifications and text drafted to amend the legal framework for submission to the Minister of Sustainable Development

### 4. INTELLECTUAL PROPERTY

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All Intellectual Property rights conceived or made by the Consultant / Consulting Firm in the course of providing the Services will belong to IUCN.

**5. SCHEDULING AND TIMETABLE FOR DELIVERING PRODUCTS**

**5.1. Activities and programming**

Specific Objectives	Activities	Month					
		1	2	3	4	5	6
<p>Conduct a desk review of national environmental legislation and related regulations, policies, and standards that are relevant to the implementation of the St. Christopher National Physical Development Plan (NPDP). This includes but is not limited to the Development and Control Planning Act (DCPA), Fisheries Aquaculture and Marine Resources Act, Draft NCEMA Bill, Draft Land Code, and Draft PIGS</p>	<p>In consultation with the Project Coordinator and Department of Physical Planning, identify all relevant national legal, regulatory and policy instruments that have relevance to the St. Christopher National Physical Development Plan</p> <p>Conduct a thorough review of the documents as well as the NPDP, identifying areas in national environmental legislation and related regulations, policies, and standards that need to be aligned with the NPDP</p> <p>Prepare and present a report that summarizes the findings of the desk review to the above-mentioned stakeholders.</p>						
<p>Conduct national legal consultations with relevant stakeholders to identify gaps in relevant policies and legal instruments as it relates to the implementation of the NPDP, and prepare and draft a report summarizing the outcome of the consultations</p>	<p>Develop a methodology to be used for data and information gathering, and conduct the consultation process to gain input and build consensus on potential modifications to the above-mentioned instruments needed to better implement the NPDP.</p> <p>Facilitate presentations and discussions at the consultations.</p> <p>Prepare and present a report summarizing the outcome of the consultations.</p>						

Based on the findings of the national consultations, develop multi-sectoral proposals for amending policies and legal instruments that support the implementation of the NPDP.	For the required amendments and updates, develop proposals which drafted text for amendments to laws and/or regulations and a summary of the proposed modifications						
Conduct at least 2 validation workshops with relevant stakeholders and prepare a final report with the proposed amendments to be submitted to the Minister of Sustainable Development	<p>Prepare presentations to facilitate 2 validation workshops with relevant stakeholders.</p> <p>Based on the feedback provided by stakeholders regarding the proposed modifications to the legal instruments, prepare a final draft of proposed amendments to legislation for submission to the Minister of Sustainable Development</p>						

## 5.2. Timetable for delivery of products:

Products	Expected date of delivery	Percentage of pay
<b>1 – Desk Report</b>	4 weeks after commencement of contract	20%
<b>2- Outcome report of consultation meetings</b>	12 weeks after commencement of contract	25%
<b>3 - Multi-sectoral proposals for modifications after validation by stakeholders</b>	16 weeks after commencement of contract	25%
<b>4 - Final Report</b>	24 weeks after commencement of contract	30%

- All products will be paid once delivered to IUCN's complete satisfaction.
- Disbursements will depend on the availability of funds from the donor.
- The consultant / consulting firm must consider in the technical proposal the modification of some deliverables during the execution of the contract, if it is necessary, to adapt some results, without affecting the amount of the original contract.

## 6. TECHNICAL PROFILE

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For the development of this consultancy, the following profile is required:

- Masters' Degree or equivalent academic attainment in any of the following fields: Law
- Proven Professional Experience conducting legislative revisions and drafting legal instruments
- Familiarity with the laws of St. Kitts and Nevis
- An understanding of environmental and urban and regional planning issues
- Experience engaging stakeholders in St. Kitts and Nevis.
- Ability and excellence in English oral expression and writing skills and teaching methodologies.

## 7. PERIOD AND COORDINATION

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The period of the consultancy will be 6 months.

**Form of work:** The consultant(s) should work in close collaboration with the IUCN Project Coordinator and the Department of Physical Planning.

## ANNEX 2: LETTER OF INTEREST

Fill in the information in blue

[Place and date]

TO: [IUCN]

The undersigned, [name of the professional], after having examined the Terms of Reference for the Contracting of the Professional Consulting Services for (name of the consultancy) and offers to perform these services in accordance with the call for date \_\_\_\_\_.

The attached Financial Proposal is for the total sum of [amount in letters and figures], which includes all taxes required by law.

The period of time in which the signatory of this document agrees to provide the services is from the date of signing the contract, until the date of termination thereof, without price variation, unless modifications are made resulting from contract negotiations.

The undersigned declares that all the information and statements made in the submitted proposals are true and that any misinterpretation contained in them may lead to disqualification.

Cordially,

Signature \_\_\_\_\_

Full name of the proposer or legal representative \_\_\_\_\_



**ATTACHMENT 3a – SELF-EMPLOYED PROPOSER**

**DECLARATION in relation to RfP < Conduct a review of national environmental legislation and related; regulations, policies, and standards, and propose modifications that will support the implementation of the updated St. Christopher National Physical Development Plan>**

I, the undersigned, hereby confirm that I am self-employed and able to provide the service independent of any organisation or other legal entity.

Full name (as in passport):

Home or Office (please delete as appropriate) Address (incl. country):

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favorable. I acknowledge that IUCN is required to retain my Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

I further confirm that the following statements are correct:

1. I am legally registered as self-employed in accordance with all applicable laws.
2. I am fully compliant with all my tax and social security obligations.
3. I am free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. I agree to declare to IUCN any real or perceived emerging conflicts of interests I may have concerning IUCN. I acknowledge that IUCN may terminate any contracts with me that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. I have never been convicted of grave professional misconduct or any other offence concerning my professional conduct.
6. I have never been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I acknowledge that engagement in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with me with immediate effect.
8. I am not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I agree that I will not provide direct or indirect support to firms and individuals included in these lists.
9. I have not been, am not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

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<Date and Signature>

## ATTACHMENT 3b - For Consulting Companies

### **DECLARATION in relation to RfP < Consultancy Services to Conduct a review of national environmental legislation and related; regulations, policies, and standards, and propose modifications that will support the implementation of the updated St. Christopher National Physical Development Plan>**

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): \_\_\_\_\_

Registered Address (incl. country): \_\_\_\_\_

Year of Registration: \_\_\_\_\_

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>  
< Name and position of authorised representative of the Proposer >

**ATTACHMENT 4: HUMAN RESOURCES QUESTIONNAIRE**

**HR Questionnaire for Consultancy Contracts**

**Consultant / Company Name** \_\_\_\_\_

**Country of Residency** \_\_\_\_\_

**Required Checks**

	<b>Yes</b>	<b>No</b>
Are payments linked to deliverables?	<input type="checkbox"/>	<input type="checkbox"/>
Does the consultant have official invoices?	<input type="checkbox"/>	<input type="checkbox"/>

**Required documents**

	<b>Yes</b>	<b>No</b>
Professional insurance/medical insurance policy statement, valid during the project's execution term	<input type="checkbox"/>	<input type="checkbox"/>
Civil responsibility policy: should include at least coverage for physical injuries and/or death of third persons, and coverage for damages to others' property	<input type="checkbox"/>	<input type="checkbox"/>

***The Consultant understands that, in case of answering NO to any of the previous questions, it is his/her responsibility to assume any legal implication or cost that is derived from it to the detriment of IUCN.***

**Other Assignments**

Name other organizations for which the consultant has previously worked for:

Previous assignments with the IUCN (please indicate the last three):

- 1.
- 2.
- 3.

Are you currently working on a consulting with IUCN? If so, please specify the name of the consultancy, the person responsible for the consultancy and the end date.

***For Self-Employed Consultants:***

**Is the Consultant part of one of IUCN Commissions?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please indicate which of the following Commissions:

- \_\_\_\_\_ World Commission on Protected Areas
- \_\_\_\_\_ International Law Commission
- \_\_\_\_\_ Species Survival Commission
- \_\_\_\_\_ Commission on Ecosystem Management
- \_\_\_\_\_ Commission on Education and Communication
- \_\_\_\_\_ Commission on Environmental, Economic and Social Policy

**For Consultant Companies:**

Is the Company/Organization an IUCN Member?

Yes \_\_\_\_\_ No \_\_\_\_\_

Consultant Signature: \_\_\_\_\_

Date: \_\_\_\_\_