

# **Terms of Reference (ToR)**

# Consultancy Services I and logistical support for the implementation of

Technical and logistical support for the implementation of activities in Tunisia on transboundary basin management and water diplomacy

IUCN Centre for Mediterranean Cooperation Closing Date and Time: 12 June 2024 17:00 (CET time)

# PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

# 1.1. 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 1,400 Member organisations and some 15,000 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 https://twitter.com/IUCN/

# 1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for Consultancy Services to provide technical and logistical support for the implementation of some of the activities organised in the framework of the BRIDGE project in the Medjerda river basin, mainly several capacity building events on river basin management in Tunisia. The detailed Terms of Reference can be found in Part 2 of these TORs.

# 1.3. The procurement process

The following key dates apply to these ToRs:

ToRs Issue Date	06 May 2024
ToRs Closing Date and Time	14 June 2024 17:00 (CET time)
Estimated Contract Award Date	17 June 2024

# 1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing these ToRs. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to

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terminate the procurement process at any time prior to contract award. By participating in these ToRs, Proposers accept the conditions set out in these ToRs.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, **Proposers must sign the "Proposer's Declaration" at the end of this document and include it in their Proposal**. Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

# 1.5. Queries and questions during the ToRs period

Proposers are to direct any queries and questions regarding the ToRs to the IUCN contact email mentioned below. No other IUCN personnel are to be contacted in relation to these ToRs.

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of you question confidential, you must state this at the time the question is posed.

#### 1.6. Amendments to ToRs documents

IUCN may amend the ToRs documents by issuing notices to that effect to all Proposers and may extend the ToRs closing date and time if deemed appropriate.

# 1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than <u>14 June 2024 17:00 (CET time) by email to medspecies@iucn.org</u> (with the reference "BRIDGE support 2024"). Electronic copies are to be submitted in PDF format.

Proposals can be prepared in English or French and in the format stated in Part 3 of these ToRs.

# 1.8. Late and Incomplete Proposals

Any Proposal received by IUCN later than the stipulated ToRs closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

# 1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the ToRs closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the ToRs closing date and time.

#### 1.10. Validity of Proposals

Proposals submitted in response to these ToRs are to remain valid for a period of 90 calendar days from the ToRs closing date.

# 1.11. Evaluation of Proposals

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of these ToRs.

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# PART 2 - TERMS OF REFERENCE

# 1.1. Background

The BRIDGE (Building River Dialogue and Governance) initiative has been implemented by the International Union for Conservation of Nature (IUCN) for over 10 years in various transboundary river and lake basins around the world. In each basin where the BRIDGE programme is implemented, the aim is to facilitate dialogue and build capacity for water governance and cross-border cooperation through training, demonstration, leadership and consensus-building. This programme is funded by the Swiss Agency for Development and Cooperation for a fifth phase from 2022 to 2026 (BRIDGE5).

As part of this new phase, IUCN is coordinating a project to promote dialogue and cross-border governance in the Medjerda watershed between Algeria and Tunisia. With a view to implementing this project, which aims to strengthen cooperation between the two countries for the conservation and integrated management of the basin, IUCN (via the Centre for Mediterranean Cooperation, IUCN-Med) is recruiting a consultant to assist in the organisation and implementation of several of the project activities in Tunisia in 2024.

# 1.2. Scope of the Consultancy

In the framework of this contract, the consultant will be in charge of various tasks related to the organisation and implementation of several exchange and training workshops or events with Tunisian stakeholders on BRIDGE-related topics. The number of events to be developed in 2024 will be 2-3, depending on the possibilities of the year's agenda. In any case, the price of the Services will be given for each workshop and payment will be made for each one developed. Dates will be agreed with the IUCN team well in advance. The Consultant will also assist IUCN in facilitating and supporting the Steering Committee established in Tunisia. The technical support includes:

- Logistical preparations and implementation of each workshop:
  - 1. Proposal of a work plan with the logistical requirements planned for each day (venues, travel requirements, catering/picnic facilities, hotel, language interpretation, etc.), including a detailed budget. The work plan and budget (with proformas) must be approved by IUCN. Catering services must comply with IUCN-Med's good practices, in particular and as far as possible, by giving preference to local and organic products and avoiding the use of plastics and single-use containers (drinks bottles, cutlery, glasses, etc.).
  - 2. Liaison and contact with the companies selected for logistical services (catering, transport, accommodation, etc.), and coordination of services. Invoices for the services of the companies will be paid directly by IUCN, once the quotes have been approved.
  - 3. Liaise with the Ministry of the Environment to prepare invitations and the list of participants for each day.
  - 4. Help to define the programme.
  - 5. When needed, liaise with local stakeholders to organise field visits. Support in identifying potential places of interest, itinerary and logistical requirements. Itineraries must be adapted to optimise journeys, avoiding unnecessary use of fuel and other resources.
  - 6. Support with budget requests and hotel reservations at the venue for international and, if necessary, Tunisian participants.
  - 7. Participate in the event, supporting the trainers and taking notes.
  - 8. Prepare the post-meeting report (including objectives, development, list of participants, main results and points discussed, resulting stakeholder mapping, objectives and actions identified as priorities, collection of photos, etc.).
  - 9. Prepare a draft news item for before or after the event, as needed to disseminate the information of the event or the main results.
- Assist IUCN in facilitating and supporting the Steering Committee established in Tunisia and maintain close contact with key stakeholders to:
  - 1. Encourage the committee to meet at a minimum at each organised event to establish priorities, needs and lines of action.
  - 2. Identify potential needs or opportunities for participation in other events, projects, networks, etc., and to participate in them or promote the participation of committee members according to needs and possibilities.
  - 3. Preparation of a report on activities and results at the end of the year.

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# 1.3. Methodology

The consultant will prepare, carry out or participate in the listed activities in consultation with IUCN and the other stakeholders involved. The dates for each capacity-building workshop will be jointly agreed upon, and the consultant will start the logistical preparation.

For the reports, the consultant will submit a first version, which will be reviewed by IUCN, proposing the necessary changes, which will be incorporated by the consultant to produce the final version.

If there are expenses (travel, per diem,...) related to the activities of this consultancy, they could be reimbursed separately to the consultant, subject to agreement with IUCN.

# 1.4. Key Deliverables and Payment

Key tasks and deliverables	Deadline
	(after signature of contract)
For each workshop	
Short news about the event	1 week before or after each event, depending on the needs
Proposed logistical requirements and budget	10 to 2 days before the event
Workshop report, including photos and financial report	Maximum 1 month after each event
Support to the Steering Committee	
Report on activities and results	At the end of the year
If the committee meets or there are outcomes of some kind at each workshop, the information will be included in each workshop report.	Maximum 1 month after each event

All final decisions concerning the successful delivery and quality of deliverables will be made by IUCN Centre for Mediterranean Cooperation (IUCN-Med). The consultant shall schedule time in the workplan for reviewing drafts and implementing feedback based on discussions with IUCN-Med.

Each workshop will be remunerated with a maximum of €2400 (and 2 to 3 workshops will be held) and support to the committee and various other BRIDGE related activities that may arise will be remunerated with a maximum of €2.000. The maximum budget available for this consultancy is €7.200 euros (VAT and all taxes incl. \*)

\* VAT and other taxes are included in the abovementioned amount. IUCN is not acting as a business or professional nature entity for VAT purposes and therefore the consultant should charge in its invoices the VAT or analogous tax accordingly. In case that the consultant is exempt of VAT or equivalent tax in its jurisdiction, it should include a note in the invoice document informing of this issue and mentioning the law that applies

# 1.5. Supervision and Collaboration

The consultant will work under the supervision of the Biodiversity Standards & Indicators programme manager at the IUCN Centre for Mediterranean Cooperation (IUCN-Med). IUCN Med will have the final decision concerning successful delivery and quality of all deliverables. The outline of all deliverables should be agreed with IUCN-Med team ahead of the work. Consultants should build time for discussion before starting each deliverable and for review and sign-off feedback of the different deliverables.

IUCN-Med will provide contact or access to relevant contacts to carry out the assignment.

# 1.6. Timeline

The timeline for this work will be from the contract signing until 30 December 2024 at the latest.

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# 1.7. Profile of the consultants

The company/expert(s)/organisation involved in this consultancy must possess knowledge and experience in organising events and working with governmental and non-governmental actors in Tunisia, knowledge of water management in Tunisia and internationally.

Consultants are expected to work closely with the IUCN-Med, and be flexible to adapt to changes.

# PART 3 – INFORMATION TO BE PROVIDED BY PROPOSERS

By participating in these ToRs, Proposers are indicating their acceptance to be bound by the conditions set out in these ToRs.

Submitted information will be used in the evaluation of Proposals. Proposers are discouraged from sending additional information, such as sales brochures, that are not specifically requested.

Activity proposals will be evaluated according to the following criteria: relevant experience, technical expertise, proposed methodology, timeline, and budget.

#### Each of the following must be submitted as a separate document, and will be evaluated separately:

#### Declaration

Please read and sign the corresponding Declaration at the end of this document and include it in your proposal.

# Technical proposal

Applicants are expected to submit a technical proposal including CVs to justify the experience of the team/person.

# Financial Proposal

#### Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

#### **Applicable Goods and Services Taxes**

Proposal rates and prices shall be inclusive of Value Added Tax.

# Currency of proposed rates and prices

Unless otherwise indicated, all rates and prices submitted by Proposers shall be in Euros.

#### **Rates and Prices**

Proposers are required to submit a fixed and firm price for the total of the services.

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# PROPOSER'S DECLARATION FOR SELF-EMPLOYED WORKERS

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 favourable, including Personal Data as defined by the European Union's General Data Protection Regulation (GDPR). 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 reasonably 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.
- 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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# PROPOSER' DECLARATION FOR COMPANIES

, 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 reasonably 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 >

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