



# Request for Proposals (RfP) Strategic Framework and Operational Plan for IUCN Centre for Mediterranean Cooperation

## **IUCN Centre for Mediterranean Cooperation**

**Issue Date: 10 July, 2018**

**Closing Date and Time: 26 August, 2018, 00:00 CET**

### **IUCN Contact :**

Marcos Valderrabano  
Ecosystems Programme Officer  
IUCN Centre For Mediterranean Cooperation  
Marcos.valderrabano@iucn.org

## **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.

Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 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/>

### ***1.2. Summary of the Requirement***

IUCN invites you to submit a Proposal for the Strategic development of the Centre of Mediterranean Cooperation. The detailed Terms of Reference can be found in Part 2 of this RfP.

### ***1.3. The procurement process***

The following key dates apply to this RfP:

<b>RfP Issue Date</b>	July 10th, 2018
<b>Phase I Closing Date and Time</b>	25 July, 2018, 00:00 CET
<b>Invitations to submit phase II</b>	31 <sup>th</sup> July 2018
<b>Phase II Closing Date and Time</b>	26 <sup>th</sup> August, 2018
<b>Estimated Contract Award Date</b>	5 <sup>th</sup> September 2018
<b>Estimated Ending contract date</b>	31 <sup>st</sup> December, 2018

#### **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 this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

Proposers must sign the “Proposer’s Declaration” and include it in their Proposal.

#### **1.5. Queries and questions during the RfP period**

Proposers are to direct any queries and questions regarding the RfP to the above IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP.

Proposers may submit their expression of interest (Phase I) no later than 25<sup>th</sup> July, 2018

Selected candidates will be invited to present their proposal (Phase II technical and financial) no later than 26<sup>th</sup> of August, 2018.

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

#### **1.6. Amendments to RfP documents**

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

#### **1.7. Proposal lodgement methods and requirements**

Proposers must submit their expression of interest to IUCN Med no later than 00:00 on 25<sup>th</sup> July, and selected candidates must submit their Proposal to IUCN no later than 00:00 on 26<sup>th</sup> of August, 2018 by email to: marcos.valderrabano@iucn.org The subject heading of the email shall be [RfP –Strategic development IUCN Med - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

#### **1.8. Late and Incomplete Proposals**

Any Proposal received by IUCN later than the stipulated RfP 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 RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

### ***1.10. Validity of Proposals***

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP 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 this RfP.

## **PART 2 – THE REQUIREMENT**

### **Introduction**

IUCN Centre for Mediterranean Cooperation (IUCN-Med) is requesting proposals from consultants for the development of a Strategic Framework and Operational Plan for the development of Activities of the Centre of Mediterranean Cooperation of IUCN.

IUCN-Med opened in Malaga (Spain) in October 2001 with the core support of the Spanish Ministry of Environment, the regional Government of Junta de Andalucía and the Spanish Agency for International Cooperation and Development (AECID). The Centre's mission is to influence, encourage and assist Mediterranean societies to conserve and use sustainably the natural resources of the region and work with IUCN members and cooperate with all other agencies that share and implement the objectives of IUCN.

The Mediterranean is changing very rapidly, and these changes are affecting not only the natural environment but also the institutional, economic and societal framework where IUCN-Med operates. These new challenges and diversification of areas of work are leading to diversification of requests of support from IUCN Med in the region.

In this framework, there is a growing risk of dispersion, and achieving low impact due to diversification of topics. For this reason, the Centre of Mediterranean Cooperation started internal process to narrow its scope of work; highlighting focus areas, and defining which topics/drivers or type of interventions may achieve higher impact in the future. The internal consultation process included a two days retreat and several specific discussions among the team of IUCN Med. As a result of this internal consultation process, 8 strategic areas and 20 working lines have been pre-identified. The objective of this support is to provide external vision, validate the working lines, and operationalize its implementation.

The Strategic framework should be aligned within the IUCN quadrennial Global Programme, which is implemented every 4 years in the Mediterranean region through the IUCN Mediterranean programme and IUCN North African programme and sets common objectives for all IUCN family (including secretariat, members and commissions). However the aim of the Strategic framework is being a roadmap for the Centre of Mediterranean Cooperation and proposes (within the framework of IUCN Programme) the areas where the Centre should concentrate its effort.

This Strategic Framework will tentatively last till 2024, with an initial period 2018-2020, and a second period (after revision in light of next IUCN programme) during 2020-2024.

### **Overall Goal of Service**

A consultant is needed to review and refine the Strategic framework and to develop an Operational plan until 2024 for Centre of Mediterranean Cooperation, and specifically:

- Conduct an opportunity assessment of the working lines identified by the team and suggest modifications/improvement;
- Structure in a strategic and operational framework the final approved working lines

The final deliverable will be a plan which allows IUCN Med to:

- Scale up its impact and level of achievement of goals
- Establish a financial and operational plan to reach effectively its vision and goals
- Best structure and leverage its relationship with partners, including the positioning of its added value

### **Statement of Work**

The Strategic Framework and Operational plan does not aim at being a long report, but rather clear and concise document with concrete action points or similar. As orientation it should include the following components, at minimum:

- I. IUCN Med Strategic Framework
  - a. Situation analysis: Major changes in Mediterranean, rapid overview of partners, institutions and stakeholders in Mediterranean
  - b. Description of focus areas of work and strategic lines including:
    - i. Definition of strategic areas and strategic lines for each area (Draft with pre-identified working lines and strategic areas will be provided by IUCN)
    - ii. Opportunity analysis for 2024
      1. IUCN Role considering existing competitors (who does what) and trends of the working line in the region (policy, general public...)
      2. Potential sources of founding
    - iii. Goal and Targets by 2024
- II. Operational Plan including
  - a. Financial Model and scenario including
    - i. Opportunity analysis and viability (Identification of costs and revenues)
    - ii. Targeted fund sources by strategic line (including budget or financial scenarios)
  - b. Organizational model
    - i. Proposed diagram roles and responsibilities for implementation of strategy
    - ii. Evaluation of professional development needs
  - c. Communication Strategy
    - i. Plan for positioning (Branding) of IUCN Med based on the strategic lines.

## Proposed Methodology

### Phase 0: Inception and understanding baseline information (Deadline: September 20, 2018)

Objective: Prepare to develop the strategy by understanding the groundwork that has led to the proposition of current working lines and strategies.

Expected Activities:

- Hold an inception meeting with the project team for 1 full day (if impossible to find suitable dates, could be replaced by series of skype calls)

### Phase I: Desktop research and analysis (Deadline: October 15<sup>th</sup>, 2018)

Objective: Draft, review, and refine the overall proposition of IUCN, situation analysis and strategic lines, and opportunity assessment.

Expected Activities:

- Complete a technical review of source materials provided by IUCN Med
- Review the strategic lines and proposed areas (Draft to be submitted by IUCN MED), further developed its content and homogenize the detail level. Complete the situation analysis
- Conduct a first financial opportunity assessment, and positioning (branding) opportunity assessment.

*Deliverable:*

- *Draft 0 Strategic lines and strategic areas based in situation analysis*
- *Opportunity assessment and financial opportunities*
- *Draft positioning strategy (branding and communication)*

### Phase II: Validation with IUCN Med team (Deadline: October 30, 2018)

Objective: Based on the Desktop analysis this phase will agree on position with IUCN Med team to validate/discharge the strategic lines.

Expected Activities:

- Hold an validation meeting with IUCN Med Staff (expected 1-2 days)

*Deliverables:*

- *Agreed strategic lines, opportunity assessment and positioning strategy*

Phase III: Structure and operationalize the strategy (Deadline: November 30, 2018)

Objective: Develop the Strategy.

Expected Activities:

- *Complete IUCN Med Strategic Framework*
- *Complete Operational Plan*

*Deliverable:*

- *Final draft of Strategic Framework*
- *Final draft Operational Plan*

Phase IV: Presentation and final Strategic Plan (Deadline: December 15, 2018)

Objective: Based on the previous Desktop analysis, present and agree final deliverables with IUCN Med

Expected Activities:

- Hold a final presentation meeting with IUCN Med Staff (expected 1-2 days)

*Deliverables:*

- *Agreed Strategic Framework and Operational Plan*

**Changes to this Terms of Reference can be foreseen as needed and agreed by both parties before and during the contractual period.**

## **PART 3 – THE EVALUATION MODEL**

### **Profile and Experience**

Successful candidates will be able to demonstrate specific experience and expertise in all topics targeted by the Terms of Reference: Organizational strategic development; Experience with non-profit or association development and Experience in understanding Mediterranean environment.

### **Documents to be presented**

#### **Phase I Expression of Interest**

- Declaration of expression of interest
- Short methodological proposal on the basis of the ToRs; (Max 2pg)
- Relevant experience /CV of the consultant or the team, summarizing specific expertise and results achieved in:
  - Organizational strategic development and Business planning;
  - Experience with non-profit or association development
  - Experience in understanding Mediterranean environment

#### **Phase II (Only for invited consultants) Full proposal**

- Financial proposal
- Detailed methodological proposal
- Activities calendar and deliverables

Note: Proposals will be received in all 3 official languages of IUCN (English, French and Spanish), but final deliverables of work need to be submitted in English.

### **Evaluation of the Offer**

The evaluation of the expression of interest will be based on

- The expertise of the candidate/es in relation with similar assignments as indicated in the present Terms of Reference (60%)
- Short methodological proposal (40 %)

Selected candidates from expression of interest will receive further documentation (pre-identified working lines, instructions to develop the financial proposal).

The evaluation of second phase (full proposal) will be based on :

- CV and experience of candidates (20%)
- detailed methodological proposal (40%)
- financial proposal (40%)

## **PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS**

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

This Part details all the information Proposers are required to provide to IUCN. 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.

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

### ***4.1. Declaration***

Please read and sign the Declaration in **Part 7** and include this in your proposal.

### ***4.2. Technical information/Service Proposal***

Please provide separately a technical proposal, including the above mention required documents, and a fully justified financial proposal as outlined in Section 4.3

### ***4.3. Pricing information***

#### **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.

Travel cost to participate in meetings with IUCN Med staff will be directly covered by IUCN Med.

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

Proposal rates and prices shall include Value Added Tax (VAT) and any other taxes that may apply.

#### **Currency of proposed rates and prices**

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

#### **Rates and Prices**

Financial proposal should include a dedicated costing per each phase of work in the Terms of Reference.



## PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for IUCN Med Strategic Framework and Operational Plan. Proposers acknowledge that this is a standard IUCN contract template and amendments to it will only be accepted in exceptional circumstances, at IUCN's discretion.

### CONSULTANCY AGREEMENT (the “Agreement”)

between

**IUCN, International Union for Conservation of Nature and Natural Resources**, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Spain through its IUCN Centre for Mediterranean Cooperation with its offices at C/ Marie Curie 22, Edif. Habitec, Parque Tecnológico de Andalucía 29590 Campanillas, Málaga, Spain (hereafter “**IUCN**”).

and

**Name**, an individual located at **Location**. (hereafter “**Consultant**”)

IUCN and the Consultant shall be referred to herein individually as a “Party” and together as the “Parties”.

#### PREAMBLE

**Whereas** the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

**Whereas** IUCN wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in developing Strategic framework and Operational Plan.

**Whereas** the Consultant has represented to IUCN that it has the required expertise and experience;

**Now therefore** the Parties agree as follows:

#### 1. SERVICES

1. The Consultant will design and deliver the expected deliverables no later than the agreed deadline(s) of 31<sup>st</sup> December 2018
2. IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement.
3. The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

#### 2. TERM

This Agreement comes into effect on 1 August 2018 and will expire on 31 December 2018 (the “Expiration Date”).

### 3. INDEPENDENT STATUS

1. The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.
2. The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.
3. No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.
4. The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

### 4. OBLIGATIONS

1. The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.
2. The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.
3. In the case of illness or accident or a case of Force Majeure as described under clause 14.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

### 5. REMUNERATION

1. As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a total sum of XXX. 30% of the total amount, representing XXX, shall be paid upon completion of the Agreed strategic lines, opportunity assessment and positioning strategy and the final 80%, representing XXX, shall be paid upon satisfactory and timely completion and IUCN written acceptance of all services.
2. If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid.
3. IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name:

Account type and currency:

Bank name:

Bank address:

Account No.:

SWIFT Code or other bank routing code:

IBAN No:

4. Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.
5. **VAT and other taxes are included in the above mentioned 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.**

## **6. CONSULTANT'S WARRANTIES AND UNDERTAKINGS**

1. The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.
2. The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide to a certificate of insurance evidencing such coverage.

## **7. CONFIDENTIALITY**

1. The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.
2. The Consultant shall:
  - 2.1. not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;
  - 2.2. disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.
3. The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of IUCN, the Consultant will take all steps necessary to prevent further disclosure.

## **8. PROPERTY OF RESULTS**

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services and Consultant may not make or retain copies.

## **9. INTELLECTUAL PROPERTY**

1. Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.
2. All Intellectual Property rights conceived or made by the Consultant in the course of providing the Services will belong to IUCN and the Consultant hereby agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the provision of the Services for the full duration of such rights, wherever in the world enforceable.

3. The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

## 10. LIABILITY

The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

## 11. COMMUNICATION AND NOTICES

1. All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

IUCN Contact Person	Consultant Contact Person
Marcos Valderrabano Ecosystems Programme Officer IUCN Centre for Mediterranean Cooperation C/ Marie Curie 22, Edif. Habitec, Parque Tecnológico de Andalucía 29590 Campanillas, Málaga, Spain	XXX

1. In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

## 12. FRAUD, CORRUPTION AND ETHICS

1. The Consultant shall comply with the terms of IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at [http://cmsdata.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.
2. The Consultant shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy, available at [http://cmsdata.iucn.org/downloads/anti\\_fraud\\_policy.pdf](http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

## 13. TERMINATION

1. Termination for cause

13.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;

- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
  - iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
  - v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world
2. If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

## 2. Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

## 3. Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations. This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

## 4. Effects of Termination

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at IUCN's request:

- 4.2. to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
- 4.3. refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,
- 4.4. reimburse IUCN for any expenditures made in breach of the terms of this Agreement and
- 4.5. submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

## 14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 1. The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.
- 2. Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

## 15. GENERAL PROVISIONS

- 1. This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

2. Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.
3. This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.
4. This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
5. Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.
6. All provisions that logically ought to survive termination of this Agreement shall survive.

**In witness whereof**, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) originals.

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

**XXXX**

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

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

**Antonio Troya**

**XXXX**

**Director**

## **PART 6 – DEFINITIONS**

For the purposes of this Request for Proposal (RfP) the following definitions apply:

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	Means IUCN, International Union for Conservation of Nature and Natural Resources.

IUCN Contact	Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.
Proposal	Means a written offer submitted in response to this Request for Proposals.
Proposer	Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.
Requirement	Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.
RfP	Request for Proposals

**PART 7 – Proposer Declaration****PROPOSER'S DECLARATION**Contract for the provision of **title of requirement****1 ORGANISATIONAL INFORMATION**

Name/registered name:	
Legal Status	
Current trading name (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Registered address:	
Telephone:	
Fax:	
E-mail:	
Web-site:	

**2 CONTACT POINT FOR THIS TENDER**

Name:	
Position:	
Telephone Number:	
Email Address:	
Address:	

**3 HOLDING OR PARENT COMPANY (if applicable)**

Name/registered name:	
-----------------------	--



Previous names / registered names (if different):	
Current trading name:	
Previous trading names (if different):	
Registered number:	
Year of registration:	
Country of registration:	
Address / registered address:	

## 4 REFERENCES

Please provide, in the table below, the reference information of at least three (3) projects, which are of a similar nature to that which will arise from this tender. The information must include:

- Client name, location, and date of execution;
- Description of project and specifically the work done in the project by you / your company;
- The approximate contract value;
- Contact details for checking references (you must provide the name, title, email address and telephone numbers of someone who can be contacted to confirm the references provided).

Proposers are reminded that the references provided may be checked and the outcome of their feedback taken in consideration during the technical evaluation. Proposers must ensure that the provided contact details of the proposed referees are complete, detailed and updated.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				

## 5 STATEMENT

I, the undersigned, being the authorised representative of the above Proposer, hereby declare that the Proposer has examined and accepts without reserve or restriction the entire content of the Request for Proposals (RfP) for the goods/services referred to above.

I confirm that:

- The Proposer is registered on the relevant professional or trade register of the State in which it is established;
- The Proposer is in full compliance with its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of Switzerland and those of the country where the Contract is to be performed;

and that none of the following **Exclusion Criteria** apply to the above Proposer or persons having powers of representation, decision-making or control over it:

- has a conflict of interest in connection with the Contract; (A conflict of interest could arise in particular as a result of economic interests, family or emotional ties, or any other relevant connection or shared interest.)
- has been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection;
- is bankrupt or being wound up, is having their affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- has been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata;
- has been guilty of grave professional misconduct;
- has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity.

I acknowledge on behalf of the Proposer that:

- it is unacceptable to give or offer any gift or consideration to an employee of IUCN as a reward or inducement in relation to the awarding of a contract and that such action will give IUCN the right to exclude a Proposer from the procurement process;
- any direct or indirect canvassing by a Proposer or their appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of IUCN concerning another Proposer may result in disqualification; and
- any price fixing or collusion with other legal entities in relation to this RfP shall give IUCN the right to exclude the Proposer(s) from the procurement process and may constitute an offence.

I fully recognise and accept that any inaccurate or incomplete information provided in the Proposal may result in its exclusion from this RfP and other future contracts with IUCN.

The Proposer will inform IUCN immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of any resulting Contract.

The Proposer offers to provide the goods/services requested in the RfP on the basis of the following documents, which are submitted as password-protected electronic documents as detailed in section 1.7. [amend as appropriate]:

- Proposer's Declaration (this document)
- Technical Proposal
- Financial Proposal

This Proposal is subject to acceptance within the validity period stipulated in the RfP (section 1.10).

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<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >