Request for Proposals

IUCN Centre for Mediterranean Cooperation, Ecosystem department

Issue Date: 12th June 2017

Closing Date and Time: 30th June 2017 00.00

IUCN Contact:
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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

IUCN, International Union for Conservation of Nature, helps the world find pragmatic solutions to our most pressing environment and development challenges.

IUCN’s work focuses on valuing and conserving nature, ensuring effective and equitable governance of its use, and deploying nature-based solutions to global challenges in climate, food and development. IUCN supports scientific research, manages field projects all over the world, and brings governments, NGOs, the UN and companies together to develop policy, laws and best practice.

IUCN is the world’s oldest and largest global environmental organization, with more than 1,200 government and NGO Members and almost 11,000 volunteer experts in some 160 countries. IUCN’s work is supported by over 1,000 staff in 45 offices and hundreds of partners in public, NGO and private sectors around the world.

The IUCN Mediterranean Cooperation Center (IUCN-Med), located in the city of Malaga, Spain, was created in 2000 under the Protocol of Collaboration signed by the then Ministry of Environment of the Spanish State, the Ministry of Environment of the Junta de Andalucía and IUCN, and its institutional mission is to work on the Mediterranean region.

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for assessing the ecological footprint of DestiMED ecotourism products (i.e. packages) in order to provide specific information to improve their sustainability. Further details of the Requirement are described in Part 2 of this RfP.

1.3. The procurement process

The following key dates apply to this RfP:

| RfP Issue Date | 12 June 2017 |
1.4. Conditions
By participating in this RfP, Proposers accept to be bound by the conditions set out in this RfP. In particular, Proposers acknowledge 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.

By issuing this RfP, IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer. IUCN reserves the right to terminate the procurement process at any time prior to contract award.

IUCN is under no obligation to accept the lowest priced Proposal or any Proposal and reserves the right to reject any Proposal which is incomplete, conditional or not complying with the RfP documents.

It is the Proposer’s responsibility to ensure that any consortium member, sub-contractor and adviser also abides by these conditions.

1.5. Queries and questions during the RfP period
Proposers are to direct any queries and questions regarding the RfP content or process to the IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP unless directed to do so by the IUCN Contact.

Proposers may submit their queries relating to this RfP no later than 16th of June 2017 at 00.00. Any queries should clearly reference any appropriate paragraph in the RfP and, to the extent possible, should be aggregated rather than sent individually. As far as is reasonably possible, IUCN will respond to all questions submitted before the deadline.

IUCN reserves the right to issue the responses to any questions to all Proposers unless the Proposer asking the question expressly requests, at the time the question is posed, for it to be kept confidential. If IUCN considers the contents of the question and/or the answer not to be confidential, it will inform the Proposer, who will then have the opportunity to withdraw the question.

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. Proposers’ due diligence
IUCN has taken all reasonable care to ensure that this RfP is accurate; however IUCN gives no representation or warranty as to the accuracy or sufficiency of the contained information. Proposers are required to inform themselves fully of all conditions, risks and other circumstances relating to the proposed Contract prior to submitting a Proposal. Proposed prices shall be deemed to cover the cost of complying with all the conditions.
of the RfP and of all things necessary for the due and proper performance and completion of the proposed Contract.

1.8. Costs of preparing Proposals
All costs relating to the preparation and submission of a Proposal are the sole responsibility of the Proposer. IUCN shall not pay any Proposer, wholly or in part, for their Proposal.

1.9. Confidentiality
Except as required for the preparation of a Proposal, Proposers must not, without IUCN’s prior written consent, disclose to any third party any of the contents of the RfP documents. Proposers must ensure that their employees, consultants and agents also are bound and comply with this condition of confidentiality.

1.10. Proposal lodgement methods and requirements
Proposers must submit their Proposal to IUCN no later than 00.00 on 29th June 2017 by email to: Carla.daneluliti@iucn.org. The subject heading of the email shall be [RfP – Assessing DestiMED products ecological footprint - [Proposer Name]]. Electronic copies are to be submitted in PDF and native (eg MS Word) format and proposers may submit multiple emails (suitably annotated – eg Email 1 of 3) if attached files are larger than 6MB.

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 no later than 10.00 am on 30th June 2017, please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

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

1.11. Late Proposals
Proposers are responsible for submitting their Proposals prior to the RfP closing date and time in accordance with the acceptable lodgement requirements described in 1.10. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN. Any Proposal received by IUCN later than the stipulated RfP closing date and time will not be considered.

1.12. Incomplete Proposals
IUCN shall have the right to disqualify any Proposal that is incomplete. IUCN shall also have the right to disqualify Proposals at any stage in the process if it becomes aware of any omission or misrepresentation in response to any question.

1.13. 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 IUCN. No changes or withdrawals will be accepted after the RfP closing date and time.

1.14. Partial and Alternative Proposals
Proposals must be for the entire Requirement; partial Proposals will not be accepted. Proposers must submit one Proposal that complies with the Requirement. Alternative proposals will not be accepted.

1.15. 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.
1.16. **Exclusion Criteria**

Proposers will be excluded from taking part in a procurement procedure if they or persons having powers of representation, decision-making or control over them:

- a) are not registered on the professional or trade register of the State in which they are established;
- b) have been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection;
- c) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- d) have been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata;
- e) have been guilty of grave professional misconduct;
- f) are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Spain or those of the country where the contract is to be performed;
- g) have 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.

1.17. **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.

1.18. **Acceptance of Proposals**

A Proposal will not be considered accepted by IUCN unless and until IUCN has signed a Contract or sent a 'Notice of Award' or Purchase Order in writing to the successful Proposer.
PART 2 – THE REQUIREMENT

Background

According to the UN World Tourism Organization (UNWTO), the Mediterranean is the world’s leading tourism destination, in terms of domestic and international tourism. The region receives more than 300 million international tourist arrivals, representing 30% of total world tourism, and half of these arrivals are in coastal areas. International tourist arrivals have grown from 58 million in 1970 to nearly 314 million in 2014, with a forecast of 500 million by 2030. Tourism in the Mediterranean region is highly concentrated, both spatially and seasonally, with most visits occurring during the summer months. Coastal tourism is the largest sea-related economic activity in the Mediterranean, with 11.3 of the regional GDP. It is evident therefore that tourism represents an important source of revenues and employment in the Mediterranean area. At the same time it implicates enormous negative impacts for nature and society.

Large-scale studies of consumer tendencies and behavior (e.g. TripAdvisor, Travelocity-Sabre) have shown that there is a strong and growing preference by travelers for environmentally and socially responsible businesses and destinations. There is a strong desire to do no harm environmentally and to leave positive social benefits from their visits. Coupled with this, however, the studies have revealed a deep distrust of self-proclaimed sustainability claims by businesses and destinations.

Despite increasing international efforts to create harmonized concepts, agreed definitions and quality standards for ecotourism, these are still missing in the Mediterranean Region, where different organizations adopt different criteria and methods for managing and measuring quality and sustainability vary for ecotourism destinations and products. This is where the DestiMED project comes into play.

DestiMED is an INTERREG MED project led by Lazio Region which aims to build the pre-conditions for a Mediterranean DMO. Specifically, DestiMED project will test the establishment of a system for monitoring the sustainability of Ecotourism products and a “Mediterranean ecotourism destination” standards for service providers, to ensure the sustainability of ecotourism in Mediterranean protected areas (PAs). The project aims to further develop and test ecotourism packages, standards, and monitoring tools in 13 protected areas around the basin, while bringing together stakeholders in a network for ongoing collaboration.

In DestiMED project, ecotourism packages are going to be designed by each concerned Protected Area (PA) managing body in cooperation with Local Ecotourism Clusters (LECs); their pressure on natural, cultural and economic resources has to be monitored, assessed and improved through the duration of the project.

Main Goal of the Service

To assess, over the time of the project, the ecological footprint of DestiMED ecotourism products (i.e. packages) in order to provide specific information to improve their sustainability.

Sub-Goals of the Service

1. To detail, in close coordination with the project team, the methodology to be applied for the assessment of the ecological footprint of the ecotourism packages developed during DestiMED project;
2. To coordinate, in close cooperation with the project team, the implementation of such methodology in the 13 DestiMED pilot actions throughout the duration of the project;
3. To provide data and information to be included in the “Ecotourism Monitoring software/dashboard”, developed during DestiMED project;
4. To coordinate and provide technical inputs to the ongoing activities of the project conducive to the definition of a standard for ecotourism service providers in the Mediterranean;
Expected outputs

Sub-objective 1: Methodology for ecological footprint (Deadline: 5 August 2017)

After an in-depth analysis of project goals and work flow and discussion with relevant project partners, the selected consultancy will develop a methodology for the calculation of the ecological footprint of DestiMED packages, to be approved by the Project Steering Committee (PSC).

The methodology has to take into consideration what is already established in the project approach, being the main aspects of it:

- to be coherent and in line with the standard for ecotourism service providers in Mediterranean PAs under development by the project (e.g. the ecological footprint has to be exploited as an indicator of the environmental component of the standard);
- to assess the footprints and the ecological deficits of the ecotourism destinations (i.e. the 13 pilot actions territories) in order to derive an initial sustainability checks, while ensuring consistency and comparability among countries’ footprint values;
- to assess, over the course of the project, the ecological footprint of the DestiMED ecotourism products (i.e. packages) in order to provide feedback for the refinement of the latter (for this, two tests of the ecotourism packages will be held, where independent experts will be invited to test and assess the product and its sustainability);
- to be included in a “Dashboard/Monitoring software”, to assess the level of sustainability of tourism activities in the destination, developed in parallel by DestiMED project.

Deliverables

- Draft methodology to be presented to project partners via e-conference (deadline: 26 July 2017)
- Final methodology for ecological footprint assessment and measurement of DestiMED ecotourism products (deadline: 5 August 2017)

Sub-objective 2: Coordinate the assessment in 13 Pilot Actions (Deadline: 30 December 2018)

Once approved by the Project Steering Committee, the consultancy will train on the methodology the 13 DestiMED Pilot Areas by training directly the responsible project partners and/or organizing dedicated e-conference sessions with the protected areas. The best approach will be agreed with the project partnership in due course.

After the training, the consultancy will lead and coordinate the collection of needed information and data from each of the 13 Pilot territories, with the support of the relevant project partners and Pilot Actions coordinators (Park staff) at local level; the timeframe for data collection and further analysis will have to be based on the already established “Calendar for Pilot actions” available at the end of the TORs (Annex 1).

The consultancy must be available to respond to any of the inquiries submitted by the Pilot actions or Project partners during the course of the project and, to facilitate the process, will prepare a brief Q&A section on the methodology for use and disposal of the Pilot actions. The consultant will organize and attend a specific sessions on monitoring methods, organized as second project regional training (Croatia, December 2017), and, if requested and possibly remotely, at pilot action level during the “Local Ecotourism Cluster strengthening workshops” (Spring 2018).

After the implementation of ecological footprint assessment of each of the products during the expected “tests”, the consultant will work with the relevant project partner and ecotourism package responsible in each pilot Park to develop an “Improvement plan”, presenting proposing to the package-related service providers some tangible recommendations to support footprint reduction, based on the initial results generated. This will ensure the final packages have the lowest possible Footprint, and that are available for the market.

Deliverables

- Working materials for the online training on the Methodology to Pilot Areas (15 August 2017)
- Q&A for Ecological Footprint calculation (15 August 2017)
- Working materials for the training on the Monitoring techniques into Pilot Areas during Croatia training (30 Dec 2017)
Supply of Service for assessing ecological footprint of tourism – DestiMED project

- If requested remote support to Pilot Actions (30 June 2018)
- Calculated ecological footprint for all 13 packages – 1st round (30 November 2017)*
- Initial recommendations, specific to each package, for reducing footprint (31 December 2017)*
- Calculated baseline ecological deficit for the 13 destinations (31 May 2018)*
- Calculated ecological footprint for all 13 packages – 2nd round (30 June 2018)*
- Further recommendations for improvement, specific to each package, completed after second test (30 September 2018)*

(*The over mentioned dates of the ecological footprint assessment deliverables are indicative and are subject to modifications depending on the proposed and agreed methodology between consultant and project partnership and other project’s activities level of implementation.)

Sub-objective 3: Data and information to be included in the project “Monitoring software”

It is intended that the methodology for ecological footprint assessment for DestiMED packages and for monitoring its improvement over multiple versions of the packages will rely on specific dataset collected at local scale and before/during the tests.

The consultancy will ensure that the ecological footprint data collection methodology will have to be made available to the project partners in order to be included in a “Dashboard/Monitoring software for Ecotourism assessment”, a specific software developed by the project, in which the Protected areas managing bodies and local tour operators will be able to insert requested information and monitor their improvements as regards ecological footprint.

Furthermore, the consultancy will implement a brief and concise assessment of the results of the application of the methodology, and propose next steps for the creation of a future tourism footprint calculator.

Deliverables:
- The methodology for data collection of ecological footprint is made available and included in the monitoring software (31 September 2017)*
- Document providing ecological footprint calculation methodology assessment and way forward (31 December 2018)

(*The over mentioned date deliverable is indicative and subject to modifications depending on the proposed and agreed methodology between consultant and project partnership and other project’s activities level of implementation.)

Sub-objective 4: Technical input to the “Standard for ecotourism in the Mediterranean”

The purpose of this sub-objective is to make sure all the components of the project related with the definition of the Ecotourism Standards for Service Providers in Mediterranean Protected Areas are coherent and complementary.

The consultancy is expected to provide feedback – to the team developing criteria and indicators of such standard - in order to ensure that the ecological footprint will be an indicator for the environmental component of the standard.

The consultancy will be expected to participate to any relevant conference call or discussion on this matter and provide clear guidance and input.

Deliverable:
- Contribution to the working documents concerning Ecotourism Standards for Service Providers in Mediterranean Protected Areas
## Pilot Actions Calendar of activities

<table>
<thead>
<tr>
<th>What</th>
<th>Who</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract signature</td>
<td>PA Legal Responsible</td>
<td>By April 2017</td>
</tr>
<tr>
<td>Formal identification of local Inbound Tour Operator responsible of the DestiMED package</td>
<td>PA managing body</td>
<td>By May 2017</td>
</tr>
<tr>
<td>Participation to project training workshop on tourism monitoring (in Spain)</td>
<td>PA managing body</td>
<td>June 2017</td>
</tr>
<tr>
<td>Formal establishment of Local Ecotourism Cluster (LEC) and “launch” (public communication action) at local level of the DestiMED Pilot Action</td>
<td>PA managing body</td>
<td>By June 2017</td>
</tr>
<tr>
<td>Updated survey on existing monitoring systems and tools in the Pilot PA</td>
<td>PA managing body</td>
<td>June 2017</td>
</tr>
<tr>
<td>Design of DestiMED pilot ecotourism package and planning of 1st test’s date (autumn 2017)</td>
<td>LEC</td>
<td>June 2017</td>
</tr>
<tr>
<td>Implementation of 1st test</td>
<td>LEC</td>
<td>September/October 2017</td>
</tr>
<tr>
<td>Data collection and assessment (with a dedicated software) of the “customer satisfaction” and sustainability levels of the services involved in the pilot package during the 1st test</td>
<td>LEC + Concerned PP</td>
<td>September/October 2017</td>
</tr>
<tr>
<td>Pilot Action Interim Report Narrative</td>
<td>PA managing body</td>
<td>November 2017</td>
</tr>
<tr>
<td>Participation to project training workshop on ecotourism product development, communication, branding and marketing (in Croatia)</td>
<td>LEC</td>
<td>December 2017</td>
</tr>
<tr>
<td>2-days on-the-spot coaching workshop (trainer sent, and paid, by the project partnership in each pilot PA)</td>
<td>LEC</td>
<td>January 2018</td>
</tr>
<tr>
<td>Implementation of the “Improvement Plan” (coming from the project partnership) for upgrading the package, and planning of 2nd test’s date (spring 2018)</td>
<td>LEC</td>
<td>January 2018</td>
</tr>
<tr>
<td>Implementation of 2nd test</td>
<td>LEC</td>
<td>May/June 2018</td>
</tr>
<tr>
<td>Data collection and assessment (with a dedicated software) of the “customer satisfaction” and sustainability levels of the services involved in the pilot package during the 2nd test</td>
<td>LEC + Concerned PP</td>
<td>May/June 2018</td>
</tr>
<tr>
<td>Implementation of the “Improvement Plan” (coming from the project partnership) for upgrading the package</td>
<td>LEC</td>
<td>November 2018</td>
</tr>
<tr>
<td>Pilot Action Final Report Narrative</td>
<td>PA managing body</td>
<td>December 2018</td>
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<tr>
<td>Pilot Action Final Report Financial</td>
<td>PA managing body</td>
<td>December 2018</td>
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</tbody>
</table>
PART 3 – THE EVALUATION MODEL

Technical part

<table>
<thead>
<tr>
<th>Section 1 - Qualifying questions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1.1 The proponent is a legal entity and submitted a signed version of the declaration (annex 1) in due time and conditions</td>
<td>y/n</td>
</tr>
<tr>
<td>Q1.2 The proponent submitted a financial offer within the expected limit of 150.000 Euros (VAT and other taxes and expected travel costs included)</td>
<td>y/n</td>
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</table>

<table>
<thead>
<tr>
<th>Section 2 - Technical requirements</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q2.1 Please explain your expertise in relation with the goals of the TORs</td>
<td>High</td>
</tr>
<tr>
<td>Q2.2 Please explain your experience in working in multi country cooperation projects or similar initiatives</td>
<td>Medium</td>
</tr>
<tr>
<td>Q2.3 Please explain your expertise in relation with working in the Mediterranean region</td>
<td>Medium</td>
</tr>
<tr>
<td>Q2.4 Please explain your capacity of communicating in the several languages of the project local components</td>
<td>Medium</td>
</tr>
<tr>
<td>Q2.5 Please explain the overall methodology you plan to follow for the goals of the TORs</td>
<td>High</td>
</tr>
<tr>
<td>Q2.6 Please explain how you will achieve sub-objective 1</td>
<td>High</td>
</tr>
<tr>
<td>Q2.7 Please explain how you will achieve sub-objective 2</td>
<td>High</td>
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<tr>
<td>Q2.8 Please explain how you will achieve sub-objective 3</td>
<td>High</td>
</tr>
<tr>
<td>Q2.9 Please explain how you will achieve sub-objective 4</td>
<td>High</td>
</tr>
<tr>
<td>Q2.10 Please provide a calendar of actions linked with deliverables</td>
<td>High</td>
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</tbody>
</table>

<table>
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<tr>
<th>Section 3 - Financial requirements</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q3.1 A breakdown of costs per sub-objective is provided and it is coherent with the expected calendar of actions</td>
<td>Medium</td>
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</tbody>
</table>

Assessment methodology: all the components identified above will be taken in consideration in the assessment. Scoring systems defines:

- 5 as “more than fully compliant/innovative”
- 4 as “fully compliant”
- 3 as “compliant”
- 2 as “almost compliant”
- 1 as “poorly compliant”
- 0 as “non-compliant”

Where the scoring method indicates “y/n”, this means that a “yes” answer is required in each case for the Response to be considered further.
In the last column of the grid, the weight of each of the components that will be taken in consideration during the assessment it is also presented.
PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

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.

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

4.1. Declaration

Please read and sign the Declaration in Annex 1 and include this in your proposal.

4.2. Technical information/Service Proposal

Proposers are required to submit technical proposal that will allow for the assessment of the components detailed in part 3 of this document. It is strongly suggested that the technical form makes reference to the structure presented at page 3, although it is not compulsory.

4.3. Pricing information

This clause sets out the information necessary for Proposers to furnish rates and prices as consideration for delivering the Requirement under any resultant Contract.

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

Please provide a financial offer up for a maximum of 150,000 euros (VAT and other taxes and expected travel costs included) detailing the breakdown of expected expenditures per sub-objective.

4.4. Non-price commercial information

This is information will allow IUCN to carry out due diligence on the contractor. Please provide the information required below.
4.4.1 Economic and financial information
The proposer must supply the information set out in this section. Where the proposer is proposing to support its submission through a guarantee, indemnity, performance bond or undertaking from a parent company or ultimate holding company, then this should be stated and the information requested in this section must be supplied both for the proposer and for the relevant parent or ultimate holding company.

a. A copy of the proposer’s most recent audited accounts that cover the last two years of trading, or for the period that is available if trading for less than two years.

b. Where this information is not available in an audited form as set out at a), a statement of the proposer’s turnover, profit and loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet

c. If neither the information requested at a) nor at b) can be provided, a statement of the proposer’s cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position

PART 5 – PROPOSED CONTRACT
Attached (Annex 2) is the draft proposed Contract for the service of assessing the ecological footprint of tourism. Proposers acknowledge that this is a draft contract and, as such, may be changed prior to a final Contract that is signed with IUCN.
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  

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
Annex 1
PROPOSER’S DECLARATION
To be completed and signed by the Proposer
(one from each consortium partner, in the case of a consortium).

Contract for the provision of a Service for assessing the ecological footprint of tourism in DestiMED project

1 ORGANISATIONAL INFORMATION

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<th>Name/registered name*:</th>
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<tbody>
<tr>
<td>Previous names / registered names (if different):</td>
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<tr>
<td>Current trading name:</td>
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<tr>
<td>Previous trading names (if different):</td>
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<tr>
<td>Registered number:</td>
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<tr>
<td>Year of registration:</td>
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<td>Address / registered address:</td>
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<td>Telephone:</td>
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<td>Fax:</td>
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<td>E-mail:</td>
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<td>Web-site:</td>
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* In the case of a consortium, please also state the agreed name of the consortium

2 CONTACT POINT

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<thead>
<tr>
<th>Name*:</th>
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<tbody>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Telephone Number:</td>
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<td>Email Address:</td>
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</table>
3 HOLDING OR PARENT COMPANY
If applicable, please provide details of any holding or parent company of the Proposer.

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<tr>
<th>Name/registered name*:</th>
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<tbody>
<tr>
<td>Previous names / registered names (if different):</td>
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<tr>
<td>Current trading name:</td>
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<tr>
<td>Previous trading names (if different):</td>
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<tr>
<td>Registered number:</td>
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<tr>
<td>Year of registration:</td>
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<tr>
<td>Country of registration:</td>
</tr>
<tr>
<td>Address / registered address:</td>
</tr>
</tbody>
</table>

4 STATEMENT
I, the undersigned, being the authorised signatory of the above Proposer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the Request for Proposals (RfP) for the services referred to above.

I further declare that we:

- are not in any of the situations excluding us from participating in contracts, as set out in point 1.16 of the Request for Proposals;
- agree to abide by the highest ethical standards and, in particular, declare that we do not have any potential conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- will inform IUCN, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- 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 the contract;
- have not granted and will not grant, and have not sought and will not seek, any advantage, financial or in kind, to or from any party whatsoever, either directly or indirectly, as an incentive or reward relating to award of the contract; and
- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts with IUCN.
We offer to provide the services requested in the RfP on the basis of the following documents, which are submitted in a password-protected electronic documents:

- Proposer’s Declaration (this document)
- Service Proposal
- Financial Proposal
- Non-price commercial information as per point (4.4.1)

This Proposal is subject to acceptance within the validity period stipulated in the RfP (point 1.15).

______________________________________________________
<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >
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 (hereafter “IUCN”),

and

[full legal name of other party], established under the laws of [name of country], with headquarters located at [address], [country] (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;

[OPTION 1] Whereas IUCN has received a donation from [name of the Donor] (hereafter the “Donor”) to implement the Project [insert the name] (the “Project”) and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

[OPTION 2] Whereas IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

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

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

1.2 The Consultant will assign [name of the person(s) and title(s)] (the “Key Personnel”) to the performance of the Services on behalf of Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 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.
1.4 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 [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on [date] (the “Expiration Date”).

3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.

3.3 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.

3.4 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

1.1 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.

1.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

1.3 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

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment]; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I.

5.2 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.
5.3 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: [xxx]
Account type and currency: [xxx]
Bank name: [xxx]
Bank address: [xxx]
Account No.: [xxx]
SWIFT Code or other bank routing code: [xxx]
IBAN No: [xxx]

5.4 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.

6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy (June 2015) shall apply to all travel expenses and is available at https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the IUCN Contact Person in order for reimbursement to be made.

7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 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.

7.2 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.

8. CONFIDENTIALITY

8.1 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.

8.2 The Consultant shall:
8.2.1 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;
8.2.2 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.
8.3 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.

9. 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.

10. INTELLECTUAL PROPERTY

10.1 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.

10.2 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.

10.3 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.

11. 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.

12. COMMUNICATION AND NOTICES

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

<table>
<thead>
<tr>
<th>IUCN Contact Person</th>
<th>Consultant Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>[name]</td>
<td>[name]</td>
</tr>
<tr>
<td>[title]</td>
<td>[title]</td>
</tr>
<tr>
<td>[name of IUCN Programme/Office]</td>
<td>[name of IUCN Programme/Office]</td>
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<td>[address]</td>
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<td>[phone]</td>
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12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).
13. FRAUD, CORRUPTION AND ETHICS

13.1 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, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 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, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

14. TERMINATION

14.1 Termination for cause

14.1.1 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.

14.1.2 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.

14.2 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.

14.3 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.

14.4 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:

14.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;
14.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

14.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and

14.4.4 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.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.

15.2 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.

16. GENERAL PROVISIONS

16.1 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.

16.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

16.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant’s field of specialization.

16.4 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.

16.5 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.

16.6 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

[full name of OTHER PARTY]
Date: __________________________  Date: __________________________

[Name of representative]  [Name of representative]

[Position of representative]  [Position of representative]

ANNEXES

[please list all annexes named in the agreement]