



- 6.3. All Proposals must be received by the submission deadline in Section 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate Proposals. The contract will be awarded to the bidder whose Proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring Proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of Proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
- 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
- 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
- 7.1.3. sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
- Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a



Nature-based Climate Adaptation in the Guinean Forest of West Africa Project

Terms of reference (ToR)

Consultancy Service to undertake Capacity building on Free, Prior, Informed Consent and Social and Environmental Safeguards in Wassa Amenfi and Lake Bosomtwe Landscapes.

Financing



May 2024

1. Introduction

The “*Nature-* (abbreviated as the NbS Project) is a 3-year project (2023 to 2026) funded by Global Affairs Canada through the consortium: World University Service of Canada (WUSC) and Centre for International Studies and Cooperation’s (CECI) for the implementation of the project. The implementing partners of the project are International Union for Conservation of Nature (IUCN), CIFOR-ICRAF, the University of Guelph and Abantu for Development. The project is implemented in three (3) countries (Ghana, Guinea, and Cote d Ivoire). In Ghana, the project is implemented in partnership with A Rocha Ghana and Codesult network in Lake Bosomtwe and Wassa Amenfi Landscapes respectively.

- an inventory of stakeholders and a provisional schedule of meetings and field visits with them.
- the detailed methodology of the assignment.
- the general outline of the final FPIC process report to be prepared.
- A manual/guide for the social and environmental safeguards training.

A scoping meeting with the consultant will be held to understand the ToR, validate the methodology and the assignment roadmap.

5. Duration and Timeline of assignment

The consultancy is expected to commence in August 2024 and conclude within three (3) months, depending on the complexity and scale of the FPIC process. The detailed timeline will be finalized in consultation with the selected expert.

6. Qualifications and expertise

This call for application is open to national Consultants (consultancy firms, NGO, individual consultants, or groups of experts) are invited to tender. The composition of the team to carry out the study must demonstrate the following areas of expertise and necessary skills:

- Demonstrated experience in facilitating FPIC processes for development projects, preferably in the context of natural resources management, climate change adaptation or community-based initiatives.
- Strong understanding of rights, participatory approaches, natural resource management, and FPIC processes.

- Advanced degree in environmental management, development studies, sociology or a related field.

7. Selection criteria

The financial evaluation will be based on the total value of the work, the fees submitted in the proposal combined with the estimated total expenses (travel and subsistence, etc.) as defined by the bidder in its proposal. Each proposal price will then be n

8. Payments band

<i>Deliverables</i>	<i>Deadline</i>	<i>%</i>
<i>Deliverable 0:</i> Signed contract and payment of reimbursable expenses	<i>0 days</i>	<i>0%</i>
<u>Deliverable 1:</u> Inception report including a methodology note, a detailed work plan and supporting documents for reimbursable expenses;	<i>10 days</i>	<i>30</i>
<u>Deliverable 3:</u> Draft consultation report summarizing key discussions, concerns, and recommendations	<i>30 days</i>	<i>40</i>
<u>Deliverable 4:</u> submission of FPIC documentation including consent agreements or statements from relevant stakeholders.	<i>30 days</i>	<i>20</i>
<u>Deliverable 5:</u> Final report documenting the FPIC process, outcomes, lessons learned and recommendations for feedback and grievance mechanism for the project	<i>20 days</i>	<i>10</i>
<i>TOTAL</i>	<i>90 days</i>	<i>100%</i>

9. Submission file

Candidates interested in this service should prepare the following:

- The letter of submission addressed to the Regional Director of IUCN-PACO.
- A technical proposal including a short note explaining the objectives of the assignment, the activities vested

- A detailed financial proposal including a detailed budget for the assignment. The financial offer will include all costs related to the execution of the service: fees, travel, office supplies and consumables. Except for fees, other costs related to the organisation of the feedback workshop should not be included in the consultant's financial bid.
- Proof of experience of similar work (service certificates or contract award letter);
- Detailed CVs of the proposed experts.
- Legal and administrative files if necessary

Proposals should be submitted in password

5.6 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

11.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

16. TERMINATION

16.1 Termination for cause

16.1.1 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 the Code of Conduct and Professional Ethics);
- 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.

16.1.2 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.

16.2 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.

16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible

Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 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.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this clause 16.3.

16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement.

18.5 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.

18.6 All provisions that logically ought to survive termination of this Agreement shall survive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

Signed on behalf of:

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

[full name of OTHER PARTY]

Date: _____

Date: _____

[Name of representative]
