

Attachment 1: Results of Selection Process

Section I. Title of Consultancy: Consultancy to Develop a Protected Areas Legislation and Regulations for Belize

Section II. Type: Team

Section III. Level of Effort and Duration: 210 consultancy days between 28 March, 2011 and 31 July, 2012.

Section IV. Deliverables: The final delivery of this exercise will be a draft National Protected Areas System Act along with the various other new and/or amended legislations and regulations. Other deliverables shall include:

- a. An Inception Report, inclusive of a Work Plan at the start of the contract period.
- b. A report outlining legislative and management gaps as well as existing conflicts/potential barriers between or among any legislation with regards to the development of the NPASA.
- c. Progress Reports at the end of each component.
- d. Final Report.

Section V. Selection Process (First Call for Proposal)

A. Advertisement

The 'Call for Proposal' was advertised (See A for the Advert) in the Amandala, Reporter, Guardian and Belize Times newspapers on the 12 December, 2010 and 19 December, 2010 with the deadline for application being the 3 January, 2011; however, potential consultants requested an extension thus the deadline was extended to the 10 January, 2011. Potential consultants had approximately one month to submit proposals.

B. Bidding:

Two bids were received as follows (See Annex B):

- i. Proposal from a team comprising of Osmany Salas, Zoe Walker, Magali Marin-Young and Jan Meerman with Osmany Salas serving as Team Leader.
- ii. Proposal from a team comprising Mark A. Usher, Ismael Fabro and Elisa Montalvo with Mark A. Usher serving as team leader.

Bids were opened on 17.01.11 (see Annex C. Bid Opening Record and Annex D. Bid Opening Minutes)

C. Selection Panel:

The selection panel consisted of the following individuals:

- i. Wilber Sabido – Chief Forest Officer, Forest Department
- ii. Diane Wade-More – UNDP-Belize EPA
- iii. Lisel Alamilla – Belize Association of Private Protected Areas
- iv. Colin Young – National Protected Areas Secretariat Director/Project Director
- v. George Myvett – Fisheries Department (on behalf of the Fisheries Administrator)
- vi. Douglas Carr – Legal Expert

D. Evaluation of Proposals

The panel met on 4 February, 2011 to review and score the proposals; however, as can be seen from the minutes of the meeting (Annex E) a decision was made to close the call on technical grounds and re-advertise the 'Call for Proposal'. Bidders were informed of the closed process on the 7 February, 2011 (Annex F)

Section VI. Selection Process (Second Call for Proposal)

A. Advertisement

The 'Call for Proposal' was re-advertised in the Amandala and Reporter newspapers on the 13 February, 2011 and 20 February, 2011 with the deadline for application being 4 March, 2011; The newspapers were available to the public on 11 February, 2011, thus potential consultants had a total of three weeks to apply.

B. Bidding:

Three bids were received as follows (See Annex G):

- i. Proposal from a team comprising of Osmany Salas, Zoe Walker, Magali Marin-Young and Jan Meerman with Osmany Salas serving as the Team Leader.
- ii. Proposal from a team comprising Mark A. Usher, Ismael Fabro and Elisa Montalvo, and Julio Maaz with Mark A. Usher serving as team leader.
- iii. Proposal for a team comprising Jennifer Arzu, Elisa Montalvo, Julio Maaz and William Muschamp with Jennifer Arzu serving as the Team Leader.

Bids were opened on 08.03.11 (see Annex H. Bid Opening Record and Annex I. Bid Opening Minutes). At opening it was observed that consultants Elisa Montalvo and Julio Maaz were included in both the team lead by Mark A. Usher and Jennifer Arzu. The Project Management Unit sought clarification on the way forward from UNDP and was informed that there were provisions for scoring the proposals, thus a decision was made with scoring.

C. Selection Panel:

The selection panel consisted of the following individuals:

- i. Wilber Sabido – Chief Forest Officer, Forest Department
- ii. Diane Wade-More – UNDP-Belize EPA
- iii. Lisel Alamilla – Belize Association of Private Protected Areas
- iv. Colin Young – National Protected Areas Secretariat Director/Project Director
- v. Beverly Wade – Fisheries Administrator, Fisheries Department.
- vi. Douglas Carr – Legal Expert

D. Evaluation of Proposals

Proposals were evaluated using the Cumulative Analysis¹ (or two-stage with combined weights) procedure.

¹ Under the cumulative analysis scheme, a total score is obtained upon the combination of weighted technical and financial attributes.

Technical Evaluation: All proposals were scored using the following criteria:

- i. Expertise of firm / organisation submitting proposal (180 points)
- ii. Proposed Work Plan and Approach (300 points)
- iii. Qualifications of the Consultants (120 points)

Financial Evaluation: The price proposal for those submissions that had a minimum of 70% of the possible points on the Technical Evaluation was evaluated. Scores were assigned as follows:

- i. The lowest cost (of those proposals for which the technical component got above 70%) gets the highest score is 400 points.
- ii. Those that with a cost of up to 10% higher than the lowest cost gets 300 points.
- iii. Those with a cost between 10.1% and 20% higher than the lowest cost gets 200 points.
- iv. Those with a cost more than 20% above the lowest cost get 100 points.

E. Observations

The Selection Panel was met on 15 March, 2011 and reviewed the proposals at which time the following observations were made:

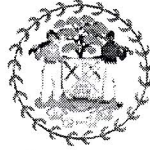
- All of the proposals were submitted by teams of consultants rather by consulting firms.
- The situation with the some consultants appearing on more than one team is undesirable; however, it reflects the fact that the human resource pool in Belize is limited.
- The team lead by Osmany Salas is stronger in the Protected Areas field than in legislative drafting arena. The working relationship with the Government of Belize is on the weak side.
- The working relationship between the team lead by Mark A. Usher and the Government of Belize is acceptable. The team's major strength is its having two legal experts and individuals who are qualified in areas pertaining to Protected Areas.
- The submission by the team lead by Jennifer Arzu is not as per the Request for Proposal. Based on the proposed methodology and team composition it does not appear that it would be possible for products of high quality to be delivered. The working relationship with the Government of Belize is acceptable.

F. Summary of Scores (See Annex J: Score Sheets and Annex K: Declaration of Impartiality and Confidentiality)

Bidder	Selection Panel Member						Score Tech. Proposal	Percent age of Total	Financial Proposal	Total
	Lisel Alamilla	Diane Wade-Moore	Wilber Sabido	Douglas Carr	Colin Young	Beverly Wade				
Osmany Salas and Team	545	500	502	467	471	513	500	83	100	600
Mark Usher and Team	558	522	535	485	552	537	532	89	400	932
Jennifer Arzu and Team	478	303	432	304	376	465	393	66	0	393

G. Conclusion

Based on the results of the scores the Selection Panel concluded that the consultancy should be awarded to the team lead by Mark A. Usher.



Request for Proposal (RFP)

Date: 18 February, 2011

Subject: RFP for the provision of Consultancy Service to Develop Legislation and Regulations for Protected Areas Management in Belize.

Dear Sir/Madam:

1. You are requested to submit a proposal for the provisions of services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **5:00 p.m. on Friday, 4 March, 2011.**

UNDP/SNC-PAS PROJECT (PIMS 4207)
Ministry of Natural Resources and Environment
Market Square
Belmopan, Belize
Attention: Project Manager
Tel: + 501-822-2711/2249 (Ext: 80358/80495) Fax: + 501-822-2333

4. If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Respectfully,

Ansel Dubon
Project Manager

Instructions to Offerors

A. Introduction

1. General

The Government of Belize has received funding from the Global Environment Facility via the United Nations Development Programme to finance the project entitled “*Strengthening National Capacities for the Operationalization, Consolidation, and Sustainability of Belize’s Protected Areas System*”. The project is being implemented by the National Protected Areas Secretariat and is aimed at ensuring that Belize effectively develops legal, financial, and institutional capacities to ensure the sustainability of the existing National Protected Areas System (NPAS).

A major expected outcome of the project is for NPAS to be supported by legal and institutional reforms furthering efforts in attaining sustainability of the system. This will be accomplished in part by the development of a National Protected Areas System Act (NPASA), amending existing legislations to ensure harmonization with the NPASA and to provide mechanism for increased financing to the NPAS.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP/SNC-PAS PROJECT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the UNDP/SNC-PAS PROJECT in writing at the organisation’s mailing address or fax number indicated in the RFP. The UNDP/SNC-PAS PROJECT will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the UNDP/SNC-PAS PROJECT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the UNDP/SNC-PAS PROJECT may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the UNDP/SNC-PAS PROJECT entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Belize dollars.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP/SNC-PAS PROJECT shall effect payments to the Contractor after acceptance by UNDP/SNC-PAS PROJECT of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- **addressed to** –
Project Manager
UNDP/SNC-PAS PROJECT (PIMS 4207)
Ministry of Natural resources and Environment
Market Square, Belmopan
Belize
- and,
- marked with –
“RFP: Services for the **Development of Legislation and Regulations for Protected Areas Management in Belize**”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the UNDP/SNC-PAS PROJECT will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring entity at the address specified under clause *Sealing and marking of Proposals* no later than 5:00 p.m. on Friday, 4 March, 2011.

The procuring entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

The Cumulative Analysis² (or two-stage with combined weights) procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that pass the minimum technical score of 70% of the obtainable score of 600 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all bidders, who have attained minimum 70% score in the technical evaluation, will be compared. Each price proposals will be awarded a score with the lowest price being awarded the highest score out of a possible 400 points. The contract will be awarded to the proposal that receives the highest score after the results of the technical proposals and the price proposals have been combined.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of firm / organisation submitting proposal	30%	180					
2.	Proposed Work Plan and Approach	50%	300					
3.	Qualifications	20%	120					
Total			600					

² Under the cumulative analysis scheme, a total score is obtained upon the combination of weighted technical and financial attributes.

Evaluation forms for technical proposals follow below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

- Form 1: Expertise of firm / organisation submitting proposal.
- Form 2: Proposed Work Plan and Approach
- Form 3: Qualifications of the Consultants (for each member of the team)

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability/ working relations with government, private sector and non-government organizations)	25					
1.2	Litigation and Arbitration history	5					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	10					
1.5	Quality assurance procedures, warranty	20					
1.6	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	90					
		180					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	40					
2.5	Is the conceptual framework adopted appropriate	40					

	for the task?						
2.6	Is the scope of task well defined and does it correspond to the TOR?	70					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		300					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Qualifications of the Consultants ³							
3.1							
	Sub-Score						
	General Qualification	100					
	Suitability for the Project						
	- International Experience	0					
	- Training Experience	0					
	- Academic qualifications	75					
	- Knowledge of the National Protected Areas System	25					
	- Language Qualifications	20					
		120					

F. Award of Contract

22. Award criteria, award of contract

The procuring entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

³ All members of the team will be scored using these criteria and an average score given to the team.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP/SNC-PAS. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the UNDP/SNC-PAS Project.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP/SNC-PAS PROJECT in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the UNDP/SNC-PAS PROJECT and shall fulfill its commitments with the fullest regard to the interests of UNDP/SNC-PAS.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the UNDP/SNC-PAS.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP/SNC-PAS PROJECT for all sub-contractors. The approval of UNDP/SNC-PAS PROJECT of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the UNDP/SNC-PAS PROJECT has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP and the UNDP/SNC-PAS PROJECT against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP/SNC-PAS PROJECT shall rest with UNDP/SNC-PAS PROJECT and any such equipment shall be returned to UNDP/SNC-PAS PROJECT at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP/SNC-PAS PROJECT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in

Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

19 MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of Reference (TOR)

Consultancy to Develop Legislation and Regulations for Protected Areas Management in Belize

1.) Introduction

The Government of Belize has received funding from the Global Environment Facility via the United Nations Development Programme to finance the project entitled “*Strengthening National Capacities for the Operationalization, Consolidation, and Sustainability of Belize’s Protected Areas System*”. The project is being implemented by the National Protected Areas Secretariat and is aimed at ensuring that Belize effectively develops legal, financial, and institutional capacities to ensure the sustainability of the existing National Protected Areas System (NPAS).

A major expected outcome of the project is for NPAS to be supported by legal and institutional reforms furthering efforts in attaining sustainability of the system. This will be accomplished in part by the development of a National Protected Areas System Act (NPASA), amending existing legislations to ensure harmonization with the NPASA and to provide mechanism for increased financing to the NPAS.

2.) Justification

Despite its small size, Belize is known for its abundant natural resources, especially with respect to water and biodiversity. Belize also has a high proportion of its land and sea resources protected under a variety of management structures. This system of protected areas (PAs) has evolved over several decades, reflecting changing conservation attitudes, as has the scope and direction of the various agencies responsible for its administration.

The Government of Belize has shown its desire to sustainably manage these resources by enacting relevant laws to govern protected areas. These include: the National Parks System Act (NPSA), the Forest Act, the Fisheries Act, and the Ancient Monuments and Antiquities Act. However, at present there are various barriers that inhibit the system being sustainable; these include: a) fractured institutional, legal, and operational framework of protected areas management, b) ineffective/inefficient financial system that fails to address PA management needs, and c). weak institutional and individual management capacity. In addition, there are various threats that the system faces.

The long-term solution to the many threats to biodiversity in Belize is therefore a conversion of the fractured network of PAs into a cohesive NPAS, with the appropriate legal, administrative, and institutional restructuring that would allow Belize to realize its strong commitment to biodiversity conservation. This solution addresses effectiveness in NPAS management and recognizes the need for the development of adequate capacities throughout the system and the need to embrace the contribution of all institutional actors in its management.

3.) Objectives

Overall Objective:

The overall objective of this consultancy is to develop relevant legislation/s aimed at furthering efforts in attaining sustainability of the NPAS.

The legislation/s developed and/or amended under this consultancy will contribute to removal of the barriers identified under the 'justification' and provide safeguards against the threats faced by the system.

Specific Objectives:

The specific objectives of this exercise are to:

- a. Verify the elements of the existing protected areas network with the main focus being on ecosystem representation and interconnectivity of the various protected areas that comprise the NPAS with a view to consolidating the overall system.
- b. Develop a draft National Protected Areas System Act that is specific to the needs of Belize.
- c. Ensure harmonization of existing legislation relating to Protected Areas with the newly developed National Protected Areas System Act.
- d. Develop legal instruments/frameworks addressing royalty payment, concessions, and cost sharing arrangements with long-term productive sectors.
- e. Develop and/or amend legal instruments with a view of enabling Protected Areas investment for increasing revenues.

4.) Task Methodology

In undertaking this assignment, the Consulting team is expected to work closely with the Project Management Unit, personnel from government lines ministries (in particular the Legal Counsel for the MNRE), protected areas management organization, as well as other stakeholders.

It is expected that at a minimum the tasks outlined below will be executed (after analysis of the scope of work to be done it is expected that the prospective consulting teams will include additional tasks not listed herein):

Task 1: Initial Meeting

- Attend an initial meeting with the PMU and representatives from the Ministry of Natural Resources and Environment and the Ministry of Agriculture and Fisheries and based on the discussion prepare a final Work Plan for the delivery of the contracted work.

Task 2: Literature Review

- Review any existing studies, reports and other documents, including but not limited to the National protected Areas System Plan (along with relevant appendices), State of Belize's Protected Areas 2009, the Technical Report on Belize's Aquatic Ecosystems and the 4th National Report on the United Nations Convention on Biodiversity.
- Review relevant legislations governing the management of protected areas in Belize, in particular the National Parks System Act (NPSA), the Forest Act, the Fisheries Act, the Ancient Monuments and Antiquities Act, the Land Utilization Act, the Private Forests (Conservation) Act, the draft Co-management Framework, and draft proposed amendments to the National Parks Act developed by the Association of Protected Areas Management Organization (APAMO).

Component 1: Rationalization Exercise⁴ (40 days: March – July, 2011)

Task 3: Analysis

- Undertake an analysis of the existing ecosystem (using maps, satellite imagery, and ground truthing where necessary) to determine if an adequate percentage of these are being effectively managed / protected by the present protected areas network.

Task 4: Conduct Consultations

- Consult with relevant stakeholders on the important findings and conclusions towards the strengthening of the NPAS.
- Liaise with other relevant ongoing consultancies, e.g. the consultancy for the preparation of the National Land Use Policy, the Economic Valuation of the Environmental Goods and Services of the Maya Mountain Massif and the Maya Mountain Marine Corridor.

Task 5: Recommendation for making the NPAS more comprehensive

- Based on **Tasks 3 and 4** above provide recommendations on any modifications, in terms of representation, categorization, and designation/re-designation that are required for the system to be comprehensive (these recommendations must also take into consideration factors such as climate change mitigation and should focus on management of areas for the use that they are best suited for). These recommendations must contain concrete design of the actual makeup of the full system.

Task 6: Prepare and submit to the project manager a report on this component

- The consultant will prepare and submit to the project manager a report, which will include a final version of the document produced in Task 4.

Component 2: Preparation of a Draft National Protected Areas System Act (40 days: August - December, 2011)

Task 7: Analysis

- Based on the literature review done in **Task 2**, outline legislative and management gaps as well as existing conflicts/potential barriers between or among any legislation with regards to the development of the NPASA.

Task 8: Conduct Consultations

- Consult with relevant stakeholders on the important findings, conclusions and resulting recommendations towards the development of the NPASA.
- Liaise closely with other consultants contracted under the project.

Task 9: Recommendations for developing adequate legislation in support of the National Protected Areas Policy and System Plan

- Based on **Tasks 7 and 8**, develop national legislation that will ensure that the NPAS has the appropriate legislation that formally defines the system, provides a structure for its coordination and ensures that it is comprehensive and functionally effective.

⁴ Note: This component will run almost concurrently with the environmental/ecological and socio-economic assessment under Output 2.1 and the exercise to examine and design fee structure.

- As part of the legislative schedules or regulation, draft policy document on the designation and management of protected areas.

Task 10: Prepare and submit to the project manager a report on this component

- The consultant will prepare and submit to the project manager a report, which will include final versions of the documents produced in **Task 9**.

Component 3: Harmonization of Present Protected Areas Legislation with the National Protected Areas System Act (40 days: January – July, 2012).

Task 11: Recommendations for harmonization of existing legislation with the newly developed National Protected Areas System Act

- Based on the analysis done in Component 2 make relevant modifications to existing protected areas legislations to ensure harmonization with the National Protected Areas System Act.

Task 12: Conduct Consultations

- Consult with relevant stakeholders on the various modifications to existing legislation.
- Incorporate feedback from stakeholders in the existing legislation where relevant.

Task 13: Prepare and submit to the Project Manager a report on this component

- The consultant will prepare and submit to the project manager a report, which will include a final version of the document produced in **Task 12**.

Component 4: Development or amendment of enabling regulations regarding concessions and cost sharing with long term productive sectors (40 days: January – July, 2012)

Task 14: Recommendations for development or amendment of enabling regulations

- Based on the analysis done in **Component 2**:
 - a. Work with the various line ministries and departments to draft and/or revise existing legislations/regulations which will allow Protected Areas consideration to be included in their respective sectors' development.
 - b. Develop enabling regulations governing concessions as is prescribed under the NPSA.

Task 15: Conduct Consultations

- Consult with relevant stakeholders on the various new and/or revised legislations/regulations.
- Incorporate feedback from stakeholders where relevant.

Task 16: Prepare and submit to the Project Manager a report on this component

- The consultant will prepare and submit to the project manager a report, which will include a final version of the document produced in **Task 15**.

Component 5: Development or amendment of selected instruments (e.g. NPASA-related regulations; amended co-management agreements for accountability) to enable Protected Areas investment with the aim of increasing revenues. (50 days: January – July, 2012)

Task 17: Recommendations for development or amendment of enabling regulations

- Based on the analysis done in **Component 2:**
 - a. Identify and amend relevant legislations/regulations so as to provide for increase in the Government of Belize input/re-investment in National Protected Areas System.
 - b. Review and make necessary modifications to the co-management framework developed by the Association of Protected Areas Management Organization (APAMO) so that there is clear definition of roles and responsibilities and for the inclusion of measures for accountability and transparency in Protected Areas Management.

Task 18: Conduct Consultations

- Undertake a national consultation process with relevant stakeholders on the various new and/or revised legislations/regulations/framework to obtain their feedback and to increase acceptance and adoption.
- Incorporate feedback from stakeholders where relevant.

Task 19: Establishment of Partnerships

- Based on the creation of the new environment that fosters concessionary agreements with protected areas managers guide the project management unit in establishing four (4) partnerships across the National Protected Areas System

Task 20: Prepare and submit to the Project Manager a report on this component

- The consultant will prepare and submit to the project manager a report, which will include a final version of the document produced in **Task 19**.

Task 21: Final Report Preparation

- Prepare relevant supporting documentation, cabinet papers, etc. in support of the newly drafted legislations/regulations.
- Prepare and submit to the project manager a final report on this consultancy. This report will include a section outlining any lessons learned and recommendations for improving future similar consultancies.

5.) Deliverables

The final delivery of this exercise will be a draft National Protected Areas System Act along with the various other new and/or amended legislations and regulations. Other deliverables shall include:

- e. An Inception Report, inclusive of a Work Plan at the start of the contract period.
- f. A report outlining legislative and management gaps as well as existing conflicts/potential barriers between or among any legislation with regards to the development of the NPASA.
- g. Progress Reports at the end of each component.
- h. Final Report.

6.) Reporting Standards

- All interim or draft reports and deliverables shall be prepared and submitted in Word format in the form of two electronic copies (one on Compact Disk and one by electronic mail). The final report of the consultancy shall be in three (3) hard copies and two electronic copies (one on Compact Disk and one by electronic mail). These are to be submitted to the project manager.

7.) Duration: 210 consultancy days between 15 March, 2011 and 31 July, 2012

It is important to note however, that progression to each subsequent component will depend on the successful completion of the previous component.

8.) Type: Team

9.) Administration of Contract

The Project Management Unit, under the auspices of the Ministry of Natural Resources and Environment, will issue the contract for the execution of this Terms of Reference to the selected consulting team. Travel will be a necessary part of this contract and the cost of such travel as well as for aspects such accommodation and other administrative costs are to be incurred by the Contractor as part of this Contract.

The Contractor will manage time and responsibilities to ensure timely delivery of outputs required under this Terms of Reference.

10.) Qualifications and Experience of Consultants

Execution of this Terms of Reference requires a Consultant having the following qualifications:

- Significant expertise and experience in the development of environmental and natural resource management policies (with special emphasis on natural resource legislation and regulations).
- Capability to manage complex technical assistance projects and to deliver required outputs on schedule.
- Sound understanding of the institutional framework of protected areas in Belize as well as with the National Protected Areas System.
- Good working relations with government, private sector and non-government organizations.
- Be able to legally work in Belize.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

Where applicable, all prices/rates quoted must be inclusive of **General Sales Tax (12.5%)** and the contractor must provide UNDP with a copy of their TIN Number.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on a Compact Disk (CD).

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	E. Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			