



Terms of Reference

Marine Ecosystem Assessment and Rehabilitation Plan Consultancy

1. Project Information

Project Title:	Increasing the climate change resilience and public awareness of the Pointe Sable Environmental Protection Area and Pigeon Island National Landmark ecosystems
Source of Funds	A project of the Caribbean Biodiversity Fund (CBF), co-financed by the International Climate Initiative (IKI) of the German Federal Ministry for Environment, Nature Conservation, and Nuclear Safety through KfW.
Country	Saint Lucia
Project Execution Agency	Saint Lucia National Trust
Project Executing Agency Address	Physical: Pigeon Island National Landmark Gros Islet Saint Lucia Mail: P.O. Box BW 383 Rodney Bay Saint Lucia
Type of Consultancy	Consultant

1 BACKGROUND AND INTRODUCTION

The coastal areas of the Pointe Sable Environmental Protection Area (PSEPA) and Pigeon Island National Landmark (PINL) comprise networks of interconnected systems including beaches, sea grass beds, coral reefs, dry forests, mangroves (PSEPA only) and off shore islets (PSEPA only). These provide safe habitats for threatened terrestrial reptiles, marine turtles, migratory and resident land and sea birds, fish nurseries and forest products, some of which sustain livelihoods. The PINL and PSEPA include significant historical assets and support a variety of activities including hiking, horse-back riding, snorkelling, kayaking, bee keeping, seamoss cultivation swimming, picnics, weddings and events.

However, PINL and PSEPA have suffered severe coastal degradation and damage to coastal infrastructure and ecosystems over the last decade as a result of natural events, including storm surges, hurricanes and flooding. Within the PSEPA, unsustainable anthropogenic and poor land use activities have either intensified the impacts of natural events or eroded the natural resilience of the coastal resources that would normally offer protection to these coastlines. Both the PSEPA and PINL experience surface runoff from surrounding hills which, during heavy rainfall, leads to soil erosion on PINL, and flooding in the PSEPA. This has negative impacts on coastal resources which sustain livelihoods. The PSEPA's and PINL's coral reefs and sea grass beds are rich in marine biodiversity and related ecosystem services which support high value socio-economic activities, including fishing, scuba diving and snorkelling.

Anecdotal evidence suggests that there is a link between climate change vulnerability and ecosystem productivity. If the availability and quality of the PINL and PSEPA ecosystem services decline due to climate change and ecosystem degradation, so too will the viability and security of the livelihoods of resource users. However, there are significant knowledge gaps about the relative health of these ecosystems as well as the value of the ecosystem services they provide.

This project will contribute to climate risk reduction by enhancing the climate resilience of targeted coastal ecosystems through improved health and management, and strengthening of the coastlines of the PINL and PSEPA. One of the strategies employed under this project is to assess the adaptive capacity and ecosystem value of the mangrove forest within the PSEPA and the coral reefs within the PSEPA and PINL regions. Resource users will be educated about the vulnerability of the reef, and the connectivity and economic benefits of healthy reefs, and will also be trained to monitor and maintain the reefs. This increased knowledge and training will increase human resource capacity to maintain the reefs and contribute to improved reef maintenance, increased revenue generation and greater sustainability of project interventions.

A second strategy employed under the project involves undertaking studies and implementing measures to reduce the causes of coastal resource degradation. The PSEPA and PINL experience high levels of coastal erosion which is exacerbated by extreme weather events. The remedial measures for addressing coastal erosion within the two areas include the construction of engineered structures, which require coastal stabilisation studies. The planned rehabilitation of some existing structures are meant to improve their functionality as they serve to complement and amplify the regulating services of natural barriers such as coral reefs, sand dunes and coastal vegetation.

1.1 Project Goal and Objectives

The overall goal of the project is to enhance the climate resilience of targeted ecosystems within the Pointe Sable Environmental Protection Area (PSEPA) and Pigeon Island National Landmark (PINL) by strengthening the coastlines and improving the management and health of coastal ecosystems.

The project has the following objectives:

Objective 1: To assess and improve the adaptive capacity and ecosystem value of the mangrove forest within the PSEPA and the coral reefs within the PSEPA and PINL regions;

Objective 2: To undertake studies and implement measures to reduce causes of degradation of coastal resources; and

Objective 3: To improve decision makers' and civil society's understanding of the role of ecosystems in reducing climate risks and to take appropriate action to promote healthy ecosystems.

1.2 Background on the Site

Pigeon Island National Landmark (PINL) is an island reserve off the northwest coast of Saint Lucia, which was joined to the mainland in 1972 by a man-made causeway and was designated as a national park in 1979 and as a national landmark in 1992.

The island is about 850 metres long and 400 metres wide, with a total area of about 17.8 hectares and is surrounded by patch coral reefs and seagrass beds. The fringing reef was covered over by the causeway in 1972. Since the 1970s the southern shoreline of PINL has been rapidly receding as a result of coastal erosion. This process has been exacerbated by the effects of hurricanes and storms which struck the island. Beach erosion and degradation of shallow marine ecosystems including the coral reefs and seagrass beds have been observed along the coastline of Pigeon Island. Such impacts threaten the integrity of the Landmark, degrade its heritage value, touristic and recreational appeal, and impact negatively on the ecological soundness of the beach and near shore ecosystems.

Pointe Sable Environmental Protection Area (PSEPA) is located on the southeastern coast of Saint Lucia and covers an area of 16.8 km² (Figure 2). It supports high terrestrial and marine biodiversity. It supports four main coastal ecosystems: seagrass beds, mangroves (Savannes Bay and Mankòtè Mangroves), coral reefs, and nearshore islands (Scorpion and Maria Islands). It includes a narrow coastal strip and the Moule--a--Chique peninsula.

PSEPA was first designated as an environmental protection area under the Physical Planning and Development Act of 2001 in August 2007. The first management plan for PSEPA corresponding to the period 2009-2014 was commissioned by the Environment and Sustainable Development Unit (ESDU) of the Organization of Eastern Caribbean States (OECS), and was an output of the OECS Protected Areas and Associated Livelihoods (OPAAL) Project. PSEPA was a demonstration site for Saint Lucia under the OECS OPAAL Project which officially ended in July 2011 (Saint Lucia National Trust). The initial management plan was updated in 2014 by the document *PSEPA Management Plan 2015-2025*. It provides guidance on how to manage the PSEPA area and the associated resources and how to achieve the objectives stated in the plan.

PSEPA is now considered as a category V of the IUCN (International Union for the Conservation of Nature), which stands for: "Protected Landscape/Seascape". This is a protected area where over time the interaction of people and nature has produced an area of distinct character with significant ecological, biological, cultural and scenic value; and where safeguarding the integrity of this

interaction is vital to protecting and sustaining the area and its associated nature conservation and other values (IUCN).

PSEPA is rich with natural and historical resources that support the local and national economy. The ecosystems are considered to be nationally and internationally significant. In the PSEPA, there are numerous reserves and several historic sites.

2 OBJECTIVE OF THIS CONSULTANCY

The objectives of this Consultancy are to:

1. Assess and make recommendations for improving the adaptive capacity and ecosystem value of the coral reefs and other marine ecosystems within the PSEPA and PINL regions; and
2. Gather comprehensive information on the status of the marine ecosystems within PSEPA and PINL, which can be used to increase decision makers' and civil society's understanding and appreciation of the role of ecosystems in reducing climate risks and to take appropriate action to promote healthy ecosystems through information collection and dissemination.

2.1 Component Output

The outputs directly related to this component of the project are:

- 1) A report on the status of the living and non-living resources within the marine environment of PINL and PSEPA including rehabilitation recommendations;
- 2) An inventory of living resources along the coast of PINL and PSEPA;
- 3) A species diversity report;
- 4) GIS Map of coral reef, sea grass beds and other marine ecosystems found at PINL and PSEPA;
- 5) Recommendations for reducing negative impacts on coastal and marine ecosystems from the construction of a revetment wall at PINL;
- 6) Recommendations for reducing human induced negative impacts on coastal and marine ecosystems in PINL and PSEPA by various users;
- 7) Coral and Seagrass Ecosystem valuation;
- 8) Ecosystem carrying capacity for the coral reef and seagrass ecosystems at PINL and PSEPA;
- 9) PowerPoint presentation of final reports; and
- 10) Summary of ecological and economic importance of marine ecosystems in PINL and PSEPA to be used in the preparation of policy briefs.

3 METHODOLOGY

1. The PINL assessment shall be conducted in two ways:

- a) The Contractor shall undertake a comprehensive assessment and GPS mapping of the living and non-living resources along the coast of PINL, commencing at the first groyne and finishing at Beach 3 (See figure 1). The project site is located off the coast of the PINL and the proposed assessments are to be conducted within the near shore marine space at this location. The area of interest is from the shore line to approximately 100 m out to sea and a depth of 20 m. As part of the assessment, the Contractor shall undertake a comprehensive fish abundance survey at PINL using AGRRA. The objective is to collect data on herbivores and other functional groups of fish that exert a top-down control on phase shift dynamics on coral reefs; and
- b) The Contractor shall undertake rapid assessments and mapping of the reefs and associated ecosystems along the Pigeon Island Causeway.

2. The PSEPA assessment shall be conducted in three ways:

The Contractor shall undertake:

- a) A rapid assessment and GPS mapping of the living and non-living resources at Maria Islands utilizing the sites previously studied under the 2018 Preparation of Guidelines and Coral Reef Enhancement Plan for Point Sable Environmental Protection Area.
- b) A comprehensive assessment and mapping of the Bois Chadon reef (located within PSEPA); and
- c) The Contractor is to undertake a comprehensive fish abundance survey within the reef systems at PSEPA using AGRRA.

3.1 Proposed Intervention

The Contractor shall include proposed interventions in the sites reports which will be used to guide the SLNT in the implementations of interventions in the future.

3.2 Work Site

Project site A is located off the coast of Pigeon Island National Landmark on the Northwest coast of Saint Lucia. The proposed assessments are to be conducted within the near shore marine space with the area of interest from the shore line to approximately 100 m out to sea to a depth of approximately 20 m. This area supports high marine biodiversity and supports both seagrass beds and coral reef ecosystems.

Project site B is the Pointe Sable Environmental Protection Area (PSEPA) located on the southeastern coast of Saint Lucia and covers an area of 16.8 km² (Figure 2). It supports high

terrestrial and marine biodiversity. It supports four main coastal ecosystems: seagrass beds, mangroves (Savannes Bay and Mankòtè Mangroves), coral reefs, and nearshore islands (Scorpion and Maria Islands). It includes a narrow coastal strip and the Moule-a-Chique peninsula. The focal areas for this assessment includes the coastal area around the Maria Islands (Maria Minor and Maria Major) and the Bois Chadon reef systems and associated ecosystems including the seagrass beds.

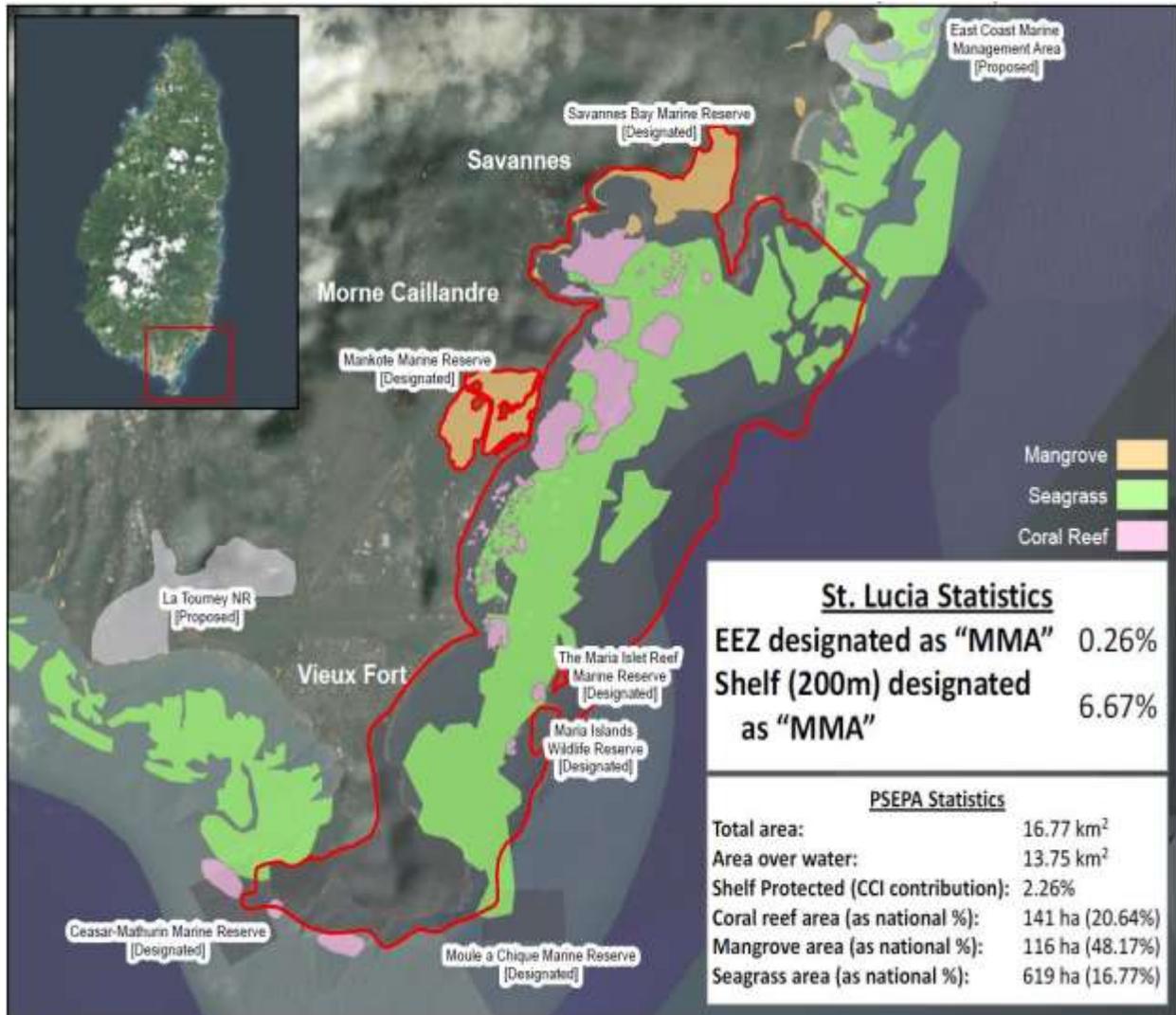


Figure 1: Map of Saint Lucia, highlighting the PSEPA Marine Management Area (The Nature Conservancy)



Figure 2. Aerial Map of Pigeon Island showing proposed site (Google)

3.3 Expected results

The expected results of this consultancy is to provide a status report on the marine ecosystems of PINL and PSEPA including recommendations to address anthropogenic impacts to these ecosystems identified during the assessment and provide a summary for inclusion in a policy brief.

4 SCOPE OF WORK

The Contractor will be required to conduct an Ecosystem Assessment to determine the overall functionality and health of the coral reefs and associated ecosystems, including coral die off/diseases and develop an action plan for coral reef rehabilitation and restoration:

1. A resource status analysis and report on the living and non-living marine resources along the coast of the PINL and within specific locations within PSEPA including but not limited to:
 - a. Percentage of live coral cover;
 - b. Percentage of macroalgal cover;

- c. Biomass of fish including herbivorous reef fish;
 - d. Identify types of fishing activity being conducted;
 - e. Ecosystem carrying capacity;
 - f. Density of Long Spined Black Sea Urchin (*Diadema antillarum*); and
 - g. An ecosystem valuation for PINL and PSEPA Coral reef and Seagrass ecosystems;
2. An inventory of living marine resources within PINL and PSEPA include photographs of species observed;
 3. Identify sources of anthropogenic impacts to the coastal and marine ecosystems within PINL and PSEPA areas;
 4. Identify species and locations including GPS, of areas impacted by coral bleaching, disease and coral and seagrass die off;
 5. Recommend measures for minimizing anthropogenic impacts to marine resources within the project area;
 6. Assess site visually using satellite imagery or aerial photography and record the coordinates of assessment area;
 7. Record and map special ecosystem and underwater seascape features observed at PINL and PSEPA;
 8. Produce a GIS resource map including the specific GPS coordinates for different ecosystems, rare or endangered species for PINL and update existing maps for PSEPA including geographical coordinates for ecosystems and specific landscape features;
 9. Identify potential negative impacts and possible species impacted along the southern coast of PINL by proposed construction of a revetment wall and provide recommendations for minimising damage to marine resources within that project area;
 10. Undertake a coral ecosystem valuation for major reefs;
 11. Develop a rehabilitation and monitoring plan with concrete recommendations on restoring the assessment sites;
 12. Present findings at a stakeholder consultation organised by the SLNT; and
 13. Prepare a summary of ecological and economic importance of marine ecosystems in PINL and PSEPA to be used in the preparation of policy briefs.

4.1 Duration Period

The consultancy is scheduled to be undertaken within a six-month period.

5 QUALIFICATIONS AND EXPERIENCE

The consultant must have:

1. An in-depth knowledge of coral reef ecology and Caribbean shallow marine ecosystems;
2. Demonstrate ability to work with diverse stakeholders in collaborative data collection fashion;
3. A graduate degree with relevant work experience of 5 or more years, or a certification and undergraduate degree in a relevant area in biology, ecology, environmental management or other related field with more than 10 years of experience;

4. Experience with tropical marine field conditions and a variety of coral reef monitoring and fish biomass assessment methods;
5. PADI or NAUI SCUBA Advanced level Certification;
6. A working knowledge of how ecological information can be packaged into useful formats for decision makers and protected area managers;
7. Experience working on similar types of projects would be an asset;
8. Excellent organizational, written, and verbal communication skills in English;
9. Ability to work independently and be a team player; and
10. Ability to communicate on a regular basis via email and phone.

6 SUBCONTRACTS

For the purposes of this consultancy, a subcontractor is considered to be any individual who has a contract with the Contractor to perform any of the work under this consultancy. The Contractor, as soon as practicable after the award of the Contract, shall furnish to the SLNT, a list of the names of Subcontractors proposed for any portion of the work. The Contractor shall not employ any Subcontractor to whom the SLNT may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

7 KEY DELIVERABLES/OUTPUTS

The key deliverables/outputs for the assignment are as follows:

1. Marine Ecosystem Assessment Report including maps for the two project areas (PINL and PSEPA) including but not limited to species distribution, ecosystem health, areas of coral death/disease;
2. Rehabilitation and Monitoring Plan for the work sites;
3. Final action plan report generated; and
4. Major Coral reef and Seagrass beds ecosystem valuation report for work sites
5. Summary for policy brief

8 EVALUATION OF BIDS

The selection of a Contractor will be based on criteria defining qualifications, experience/competence and quality of proposal. The financial proposal will only be considered for companies whose technical proposals achieve a score of at least 75% or above of the total score for the technical proposal. The associated scores are detailed below.

	Criteria	Score		
1.	<i>Concept and methodology</i>		50	
1.1	Clarity and completeness of the tender	10		

	Criteria	Score		
1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	10		
1.3	Proposed concepts and methods	30		
2.	<i>Qualifications of proposed staff</i>		50	
Total Technical Score			100	

9 EVALUATION OF WORK

The contractor will report to the Director of the SLNT. Evaluation relies on effective communication between the project Consultants, the project team, and beneficiary communities, and will be conducted on various levels:

- a) Comprehensiveness of the reports submitted;
- b) Timeliness and relevance of responses and recommendations to concerns raised by the SLNT and other relevant agencies;
- c) Effectiveness of recommended measures for minimising and preventing damage to coastal resources within sites as a direct result this consultancy;
- d) Achievement and timely delivery of specific tasks/outputs; and
- e) Periodic updates.

10 PAYMENT SCHEDULE

The Contractor fees shall be paid according to the schedule below:

Payment	Deliverable/Schedule	EC\$
1	Upon submission of inception plan and report	15% of the contract value
2	Upon submission of draft Marine Ecosystem Assessment Reports for PINL and PSEPA	20% of contract value
3	Upon submission of Draft rehabilitation and monitoring plan for PINL and PSEPA	20% of contract value
4	Upon submission of Draft Coral reef and Seagrass bed Ecosystem Valuation report for PINL and PSEPA	20% of contract value
5	Upon approval and presentation of Final project reports	25% of contract value
	Total	100%

11 ASSUMPTIONS AND RISKS

11.1 Assumptions underlying the project intervention

- a) Active community engagement, sensitization and awareness raising of the impacts of climate change is maintained throughout the project;

- b) Community support for project increases overtime;
- c) No major weather related set-backs occur during project implementation;
- d) The contractor and any sub-contractors are appropriately qualified to undertake this work effectively and within the time frame;
- e) The political environment is stable;
- f) Contractor does not experience unforeseen delays due to the Covid-19 pandemic;
- g) Climate change adaptation remains a national development priority; and
- h) The scope of the work is suitably defined and fully understood by the contract.

11.2 Risks

- a) Extreme weather events affect the project implementation environment;
- b) Contractor is unable to complete assignment due to unforeseen reasons;
- c) Partisan political interference in project;
- d) Lack of engagement of, and ownership by local community and stakeholders;
- e) National restrictions to prevent the spread of Covid-19, including but not restricted to national, regional and international travel;
- f) Unwillingness of stakeholders to engage due to Covid-19.

12 ETHICAL AND ENVIRONMENTAL PERFORMANCE AND SAFETY

All activities carried out under the contract shall adhere to highest international ethical and Environmental, Social, Health and Safety (ESHS) Standards including KfW's Sustainability Guidelines¹. The contractor shall be able to demonstrate satisfactory compliance to those standards to the communities, partners, project administrator and other stakeholders at any point during contract duration. Non-compliance to high ethical and environmental standards may lead to cancellation of the contract, especially if negative long-term effects on mental or physical health of stakeholders or on the environment can be anticipated.

The contractor shall be required to minimise waste generation, water and energy consumption, air pollution, noise pollution and harm to natural habitats.

The Contractor shall:

- (1) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items for the Contract comply with international environmental and labour standards, consistent with applicable laws and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization² (ILO) and international environmental treaties; and

¹For further information on KfW's Sustainability Guidelines please access document via: https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie_EN.pdf

²In the case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on

- (2) implement any environmental and social risk mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan/framework (ESMP/ESMF) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

12.1 Environmental Compliance

If applicable indicate what environment safeguards are required during works or assessments.

During the assessment for the work site, the consultant shall take all reasonable steps to protect the environment, and to limit damage and nuisance to people and property resulting from pollution, noise, dust and other results of its services, including:

- a) adopting working practices that prevent or minimize the transfer of any pollutant off-site;
- b) restricting equipment use to daylight hours, unless previously agreed with the SLNT;
- c) using appropriate methods to prevent the contamination of the worksite; and
- d) transportation of samples off-site to the agency.

12.2 Gender relations

The Consultant and Sub-contractors are required to ensure that women and men are equally represented, valued and rewarded and their human rights equally promoted and protected within and outside the workplace. This includes but is not limited to:

- a) Acknowledging values and principles of gender equality amongst all partners and stakeholders;
- b) Creating equal opportunities and a favourable environment for women and men at the workplace;
- c) Promoting equal representation and participation of women in decision making at the professional and administrative levels;
- d) Providing information and statistical data that relates to policies and initiatives that promote gender equality; and
- e) Ensuring that the workplace is free from discrimination of gender bias.

13 REPORTING

The Consultant will submit the below mentioned reports in the English language. All documents (reports and drawings) have to be provided in digital format as specified in the contract [*e.g Microsoft. Word, Excel, jpeg*] and additionally converted into PDF-format. Time for comments and approval shall be up to four weeks after submission. Final reports shall be submitted 2 weeks after receiving comments on the drafts unless otherwise agreed upon.

Report	Delivery		No. of copies (soft/ hard)	
			Digital	Hard
Kick-Off Meeting	<1	week after the signing contract	X	
Inception Report – Draft	6	weeks after commencement	X	
Draft Marine Ecosystem Assessment Reports	2	month after commencement	X	
Draft Rehabilitation and Monitoring Plan	2.5	Months after commencement	X	
Draft Coral and Seagrass beds Ecosystem valuation report	4	Months after commencement	X	
Final Project Reports including Policy Brief Summary and PowerPoint presentation of final reports	1	months after submission of review comments	X	X

14 FINANCIAL AND TECHNICAL PROPOSAL PREPARATION

The Technical proposal should include the proposed methodology for PSEPA and PINL marine ecosystems assessment along with a detailed plan/schedule for the completion of the consultancy. The Contractor must also complete and submit the forms (Appendices I and II) along with the proposals (two copies).

The Contractor shall submit a financial proposal listing all costs associated with the assignment. These will be inclusive of (a) professional fees; (b) direct costs and (c) reimbursable costs (*where applicable*). All costs are to be expressed in United States Dollars (US\$).

15 SUBMISSION OF PROPOSALS

Two copies of the technical proposal shall be placed in a sealed envelope marked ‘Technical’ and two copies of the financial proposal shall be placed in a sealed envelope marked ‘Financial’. Both shall be placed in one outer sealed envelope labelled “*Marine Ecosystem Assessment and Rehabilitation Consultancy*”. The outer envelope must be signed and dated on the area where sealed. The proposal shall be addressed to: **Mr. Bishnu Tulsie, Director, Saint Lucia National Trust, Pigeon Island National Landmark, Gros Islet, Saint Lucia or the Saint Lucia National Trust Southern Office on Sandy Beach, Vieux Fort** by **4:00 p.m. on 23rd October 2020**. A completed copy of the appended Technical Proposal Submission Form and Declaration of Undertaking should be enclosed with the technical proposal.

All documents shall be written in English language.

The Financial Proposal should be enclosed with a copy of the appended Financial Proposal Submission Form. The amount quoted on your financial proposal should be valid for a period of two (2) months from the date of submission.

16 ADDITIONAL INFORMATION

Communications between the SLNT and (potential) Bidders during the different stages of the Tender Process shall be only in writing. Potential Bidders may request clarifications to the Tender Documents prior to the deadline for clarification requests stated in the Tender Document. Requests shall be sent in writing to the SLNT via email not later than twelve (12) days before the deadline for submission specified in Section 15 above.

Any modification to issued Tender Documents shall be introduced in the form of an addendum to the Tender Documents. All clarifications and addenda of Tender Documents shall be in writing and shall be published on the SLNT tender notice page in sufficient time to enable potential Bidders to take appropriate action, which means no later than ten (10) calendar days prior to the submission deadline.

For additional information contact the Saint Lucia National Trust via email: jeanninecantoine@slunatrust.org and naturalheritage@slunatrust.org or telephone: (758) 452 5005.

Appendix I
Technical Proposal Submission Form
Coral Reef Assessment and Rehabilitation Plan Consultancy

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

[Location, Date]

Contract number:

Contract name: **Marine Ecosystem Assessment and Rehabilitation Plan Consultancy**

To: Saint Lucia National Trust (SLNT)

I, the undersigned, have examined and have no reservations to the Bidding Documents issued by the SLNT for the **Marine Ecosystem Assessment and Rehabilitation Plan Consultancy** under the Pointe Sable Environmental Protection Area and Pigeon Island National Landmark ecosystems project. I hereby offer to provide the consulting services **in accordance with your request for expression of interest dated, [Insert Date] and our proposal.**

I hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

My proposal is valid for the period of 30 days from the date fixed for the proposal submission deadline and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

If negotiations are held during the period of validity of the Proposal, I undertake to negotiate on the basis of the documentation provided. My Proposal is binding upon me and subject to the modifications resulting from Contract Negotiations.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date stated in the Terms of Reference.

I understand that you are not bound to accept any Proposal you receive and acknowledge and agree that the SLNT reserves the right to annul the bidding process and reject all Bids at any time prior to contract award.

Signature [In full and initials]: _____

Name of Individual: _____

Address: _____

Financial Proposal Submission Form
Coral Reef Assessment and Rehabilitation Plan Consultancy
[Location, Date]

Contract number:

Contract name: **Marine Ecosystem Assessment and Rehabilitation Plan Consultancy**

To: Saint Lucia National Trust (SLNT)

I, the undersigned, offer to provide the consulting services for the **Marine Ecosystem Assessment and Rehabilitation Plan Consultancy in accordance with your request for expression of interest dated, [Insert Date] and our proposal.**

My attached Financial Proposal is for the sum of _____ Eastern Caribbean Dollars [*Insert amount (s) in words and figures*].

My Financial Proposal shall be binding upon my subject to modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal indicated in the Terms of Reference.

Commissions and gratuities paid or to be paid by me to agents relating to this Proposal and Contract execution, if I am awarded the Contract, are listed below:

Name and Address of Agents	Amount Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature [*In full and initials*]: _____

Name of Individual: _____

Address: _____

Appendix II

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")

To: ("Project Executing Agency")³

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

³ Refers to the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture⁵ partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature:

Dated:

⁴In case ILO conventions have not been fully ratified or implemented in the Employer's country, the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁵In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.