



INVITATION TO TENDER  
FOR THE PROCURMENT OF A  
**SERVICE CONTRACT**  
FOR

CONSULTANCY FOR THE PREPARATION OF A  
TERRESTRIAL BASELINE BIODIVERSITY ASSESSMENT  
FOR PROJECT CORENA, SINT MAARTEN

FOR THE RESEMBID PROJECT ENTITLED  
“CORENA (COASTAL RESILIENCE NEEDS ASSESSMENT)”

**THE GOVERNMENT OF SINT MAARTEN**  
**Ministry of Public Housing, Spatial Planning, Environment, and Infrastructure**  
**(VROMI), in Partnership with The Foundation for the Management and**  
**Conservation of Nature on St. Maarten (Nature Foundation)**

**TENDER REFERENCE NUMBER: RES-21/SXM-02**

**DATE PUBLISHED: SEPTEMBER 14, 2023**

**DEADLINE FOR SUBMISSION: OCTOBER 26, 2023**





Job title: <b>Terrestrial Biodiversity Consultant</b>	Location of work: <b>Sint Maarten</b>		
Responsible to: <b>Nature Foundation St. Maarten</b>	Reporting through: <b>The Foundation for the Management and Conservation of Nature on St. Maarten and the St. Maarten Ministry of Public Housing, Spatial Planning, Environment, and Infrastructure</b>		
Work mode: <b>Hybrid</b>	Work type: <b>Contract-based</b>		
Contract timeline	Duration: <b>5 months</b>	Tentative start date: <b>15 November 2023</b>	Tentative end date: <b>15 April 2024</b>
Remuneration	Pay rate: <b>Global Price</b>	Pay schedule: <b>Based on proposal</b>	Budget: <b>EUR 50,000*</b>

*\* Maximum budget up to 50,000 EUR to be paid upon completion of all deliverables by the end of the project. An amount up to 28,000 EUR will be paid by 30 January 2024. The remaining amount, up to 22,000 EUR, will then be paid by 30 April 2024, contingent upon approval of the CORENA grant amendment and attached funds. The contracting authority will work with the chosen consultant to ensure that their timeline and deliverables are in line with the amount disbursed.*

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## 1. TENDER PROJECT

### 1.1 Project overview

#### 1.1.1 Summary

The marine and coastal resources of Sint Maarten are not managed sustainably, and this is primarily due to limited: capacity, data, awareness and regulations. Therefore, the specific objectives of project CORENA are to enhance the capacity of the Ministry of VROMI for evidence-based policy development and to increase the knowledge and willingness of the public to engage in sustainable practices. Activities to achieve these objectives include baseline biodiversity assessments, socio-economic valuations, assessing risks and vulnerabilities and drafting sustainable management plans. Additionally, a targeted education and awareness campaign will be conducted and effective behavioural change interventions identified.

#### 1.1.2 Objectives

The overall objective (impact) of this project is to advance progress towards the sustainable management of the marine and coastal environment of Sint Maarten. The project acknowledges that the current management of the marine and coastal environment is unsustainable and assumes that this is due to a lack of capacity evidence-based policy development and further exacerbated by unsustainable behaviours of the wider community. It is assumed that the lack of capacity for evidence-based policy development is manifested through a lack of baseline data, limited staff capacity (limited number of staff with limited levels of training and experience), and this is perpetuated by limited resources and funding to remediate this local situation or hire external support. Therefore, this project will work to improve this situation by providing technical assistance to train local staff in data collection methodologies and providing them with certified technical training courses to safely carry out field research. With this gained capacity, the project will then work to update essential baseline biodiversity datasets (i.e., species lists, habitat maps etc.), which can then be used to value these ecosystems and their services. These values can then be used to support an assessment of marine and coastal risks and vulnerabilities to natural and human induced hazards, including impacts due to climate change, by providing a basis to calculate associated economic impacts. The information gained





will then be used to derive adaptation and management strategies to inform policies for the sustainable management of marine and coastal resources.

The specific objective (outcome) of this project is:

**SO1:** Enhanced adaptive capacity of the Ministry of VROMI and residents in Sint Maarten to advance the sustainable management of Sint Maarten’s marine and coastal biodiversity.

### 1.1.3 Stakeholders

The Ministry of Public Housing, Spatial Planning, Environment and Infrastructure (henceforth referred to as “VROMI”) developed this project through a formal project partnership with The Foundation for the Management and Conservation of Nature on St. Maarten (henceforth referred to as the “Nature Foundation”).

### 1.1.4 Financers

This project is financed under the 11th European Development Fund (EDF) Caribbean OCT Regional Program, RESEMBID (Resilience, Sustainable Energy and Marine Biodiversity). RESEMBID is a 47-project programme funded by the European Union and implemented by Expertise France - the development cooperation agency of the Government of France that supports sustainable human development efforts in 12 Caribbean Overseas Countries and Territories (OCTs) - Aruba, Anguilla, Bonaire, British Virgin Islands, the Cayman Islands, Curaçao, Montserrat, Saba, Sint Eustatius, Saint Barthélemy, Sint Maarten and Turks and Caicos.

## 1.2 Service overview

### 1.2.1 Summary

This assignment specifically concerns the hiring of a contractor to execute the “Terrestrial Baseline Biodiversity Assessment” of project CORENA. The assignment entails producing an inventory database of St. Maarten’s terrestrial biodiversity, achieved through in-situ field expeditions. The knowledge obtained from this general biological inventory will assist in policy making, and for the development of effective and sustainable area-based (spatial) management plans for the marine and coastal environment.

To fulfil this assignment, the contractor will equip and hire one or more qualified professionals to carry out the work tasks. The tasks inherent to this assignment include the development of a work plan (2.3.3.1), the collection and processing of data (2.3.3.2), the submission of a Terrestrial Biodiversity Baseline Report (2.3.3.3), and the delivery of local capacity training (2.3.3.4).

### 1.2.2 Outputs

The contractor is expected to produce two outputs, based on the overall objective.





O1.1: Resilience planning tools developed to inform evidence-based policy development for the sustainable management of the marine and coastal environment in Sint Maarten.

O1.2: Capacity of local staff to conduct biodiversity research and analysis developed.

## 2. TENDER CONTENT

This Invitation to Tender (ITT) applies to the RESEMBID Project (Grant Contract No. 23-SB0316) entitled “CORENA (Coastal Resilience Needs Assessment) – To advance progress towards sustainable and resilience area-based (spatial) management of the marine and coastal environment of Sint Maarten, RES-21/SXM.”

We are pleased to inform you that you are invited to take part in the simplified procedure for the above service contract. The complete tender dossier includes:

- A. Contract Notice
- B. Draft Contract:
  - I. Terms of Reference
  - II. Technical Component
  - III. Financial Component
  - IV. Sworn Declaration
- C. Other Information:
  - I. Administrative Compliance Grid
  - II. Evaluation Grid
- D. Disclaimer

We look forward to receiving your tender and the accompanying signed Sworn Declaration and Disclaimer, which must be submitted no later than the submission deadline mentioned in the Contract Notice.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

## 3. TENDER INSTRUCTIONS

**PUBLICATION REF: RES-21/SXM-02**

NB: When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.





### 3.1 Provided services

The services required by the contracting authority are described in the Terms of Reference. They are set out in Annex I to the draft contract, which forms Part B of this tender dossier.

### 3.2 Timetable of tender procedures

	DATE	TIME*
<b>Deadline for requesting from the contracting authority (7 days before deadline)</b>	6 October 2023	5:00 PM (AST)
<b>Last date for contracting authority to issue clarifications (5 days before deadline)</b>	8 October 2023	5:00 PM (AST)
<b>Deadline for submitting tenders (original)</b>	13 October 2023	5:00 PM (AST)
<b>Deadline for submitting tenders (extended)</b>	<b>26 October 2023</b>	<b>5:00 PM (AST)</b>
<b>Interviews (if any)</b>	Not applicable	-
<b>Notification of award to the successful tenderer</b>	<b>2 November 2023</b>	-
<b>Contract signature</b>	<b>7 November 2023</b>	-
<b>Tentative start date</b>	<b>15 November 2023</b>	-

### 3.3 Participation, experts and subcontracting

To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary technical and financial requirements and have the means to carry out the contract effectively.

Subcontracting is permitted, but the contractor will remain fully liable towards the contracting authority for performance of the contract as a whole. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Technical Component of their bid.

### 3.4 Content requirements

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English. Failure to fulfil the requirements below will constitute an irregularity and may result in rejection of the tender.





## Part 1: Technical offer

The technical offer must be submitted using the template for the Technical Component of Annex II to part B of this tender dossier. The CV for the Key Expert(s) must be included with the submission of the technical offer.

## Part 2: Financial offer

The financial offer must be presented as an amount in United States Dollars (USD) and submitted using the template for the Financial Component of Annex III to part B of this tender dossier. **Evidence of sufficient company finances (at least 50% of the bidder's financial offer) to prove that the bidder can begin work on assignment implementation without upfront payment must be included with the submission of the financial offer.**

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 50,000 EUR (52,695 USD)<sup>1</sup>. Payments under this contract will be made in the currency of the tender.

## Part 3: Documentation

Tenders are required to submit a signed Sworn Declaration (Annex IV to part B of this tender dossier) as well as a signed Disclaimer (part D of this tender dossier). These documents must be signed by the person(s) duly authorised to do so on behalf of the company/joint venture/consortium.

### 3.5 Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

### 3.6 Binding period

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification.

### 3.7 Questioning period

Tenderers may submit questions in writing to the following address up to seven (7) days before the deadline for submission of tenders, specifying the publication reference and the contract title. The address from which technical information can be obtained is:

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<sup>1</sup> Exchange rate according to the October 2023 exchange rate: [https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro\\_en](https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en)





**St. Maarten Nature Foundation**  
**Wellsburg Street 1A Unit 25-26,**  
**Fisherman's Wharf Complex,**  
**Cole Bay, St. Maarten**  
[corena@naturefoundationsxm.org](mailto:corena@naturefoundationsxm.org)

The contracting authority has no obligation to provide clarification after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest five (5) calendar days before the deadline for submitting tenders.

Any tenderer seeking to arrange individual meetings with the contracting authority concerning this contract during the tender period may be excluded from the tender procedure.

No informational in-person meeting or site visit is expected.

### 3.8 Submitting tenders

Tenders must be submitted exclusively via a single electronic message with the Subject: "Consultancy for the Preparation of a Terrestrial Baseline Biodiversity Assessment for Project CORENA." Tenders submitted in any other way will be disregarded. A tender received after the time-limit for receipt of tenders will be rejected.

Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

### 3.9 Amending or withdrawing tenders

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one.

### 3.10 Cancellation of tenders

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer)





to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

### 3.11 Alterations to tender dossiers

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request from a bidder, provides additional information on the tender dossier, it must send such information in writing to all other bidders at the same time.

### 3.12 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

### 3.13 Cost of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

### 3.14 Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

### 3.15 Evaluation of tenders

#### 3.15.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the Evaluation Grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

No interviews are expected.

#### 3.15.2 Evaluation of financial offers

Upon completion of the technical evaluation, the financial offers of tenders that were not eliminated during the technical evaluation will be assessed (i.e., those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract will not be accepted and will therefore not be further evaluated.



Each financial offer will be evaluated in accordance with the award criteria and the weighting detailed in the Evaluation Grid in Part C of this tender dossier.

### **3.15.3 Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

### **3.15.4 Confidentiality**

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority and its implementing partners.

## **3.16 Ethics clauses and corruptive practices**

### **3.16.1 Absence of conflict of interest**

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### **3.16.2 Respect for human rights, environmental legislation, and core labour standards**

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

### **3.16.3 Anti-corruption and anti-bribery**

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.





### 3.16.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

### 3.16.5 Breach of obligations, irregularities, or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

## 3.17 Signature of contract(s)

### 3.17.1 Notification of award

Tenderers will be notified of the outcome of this procurement procedure by e-mail. The notification will be sent to the e-mail address provided in the Technical Component for the tenderer (group leader in case of consortia) under the section Contact Info. The same e-mail address will be used by the contracting authority for all other communications with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it regularly.

### 3.17.2 Signature of the contract

Within five (5) days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.



The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

### 3.18 Data protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

### 3.19 Early detection and exclusion systems

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

## 4. TENDER DOSSIER

To receive the full tender dossier, please email [corena@naturefoundationsxm.org](mailto:corena@naturefoundationsxm.org) and copy [ildiko.gilders@sintmaartengov.org](mailto:ildiko.gilders@sintmaartengov.org).