

DFPFF 2019 – 0001

REQUEST FOR PROPOSAL FOR

ENVIRONMENTAL IMPACT ASSESSMENT (EIA) FOR THE DEVELOPMENT OF PROPOSED LURE WILDLIFE, NATURE AND ADVENTURE PARK FOR THE DIVISION OF FOOD PRODUCTION FORESTRY AND FISHERIES.

Pre – Tender Meeting – $08^{th \ February} \ 2021$ Response to Clarifications – $18^{th} \ February \ 2021$ Closing date – $03^{rd} \ March \ 2021 \ @ \ 1.00pm$

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1. BACKGROUND INFORMATION

A Feasibility Study was commissioned by the Division of Food Production, Forestry, and Fisheries, Tobago House of Assembly and conducted by **the Consortium; GreenLAC Consulting Group, Inc. Panama, Chirripo Consultores, S.A Costa Rica) and Katalyst Solution Group, Ltd (Trinidad and Tobago).** The Feasibility Study was the first major study activity in Phase 1 development of the Lure Wildlife Nature and Adventure Park (LWNAP). It is the foundation study that determines the viability of LWNAP and is the impetus and catalyst for activities to follow. This Study began in October 2019 and ended in August 2020. <u>Click here</u> (*Please download and see Feasibility Study for Proposed Lure Wildlife Nature and Adventure Park*)

The study agrees there is a need to establishment of a Wildlife Nature Park that will provide further conservation to our wildlife resources, and greater opportunity for appreciation, revenue generation, research, outreach and education. Presently, there are natural areas in Tobago such as our oldest Forest Reserve in Bloody Bay, the Game Sanctuary on Little Tobago, and the Grafton Bird Sanctuary that are mainly used for bird watching. The proposed Lure Wildlife Nature and Adventure Park will be a first class Eco product that will utilize the natural features of indigenous wildlife, waterfalls, rivers, trails and archaeology. Thus, providing a wider variety of recreational and adventure activities, maintaining conservation, and contributing to the economy of Tobago.

The Park will occupy 140 acres of the Lure Estate located in Goldsborough, Tobago. The entire Lure Estate is approximately 382 acres comprised of rich biodiversity, indigenous wildlife, waterfalls, and the Goldsborough River. The upper part of the Goldsborough River Basin is the Main Ridge Forest Reserve and the lower end of this reserve is the Goldsborough Landmark.

This project will engage the eastern rural communities in the co–management of ecological, archaeological, and cultural resources to derive sustainable livelihoods primarily for the local people but ultimately for the wider community of Tobago. This park embodies five fundamental pillars, namely: Eco Tourism, Agro Tourism, Adventure Tourism, Research Tourism, and Cultural or Heritage Tourism. As an Eco Tourism concept it will capitalize on the ecological heritage, i.e., the natural flora, fauna and water resources within the Goldsborough area. Agro Tourism will serve to revive traditional agriculture, namely: cocoa while giving new impetus to small farmers within the proposed development area. Adventure

Tourism will provide adventure by soaring over the canopy with zip lines. Finally, all areas of this park and the Cultural/Archaeological Heritage will be utilized as a marketing tool to increase the transient population to this proposed park.

2. SKELETAL TERMS OF REFERENCE

See annexed Skeletal Terms of Reference for general guide on what is expected by the Division.

3. FORMAT OF TENDERS

- (a) Tenders shall comprise a **Single-Envelope System**, this means a single envelope containing both the financial and technical/quality information for evaluation.
- (b) Alterations or erasures on any tender shall be initialled by the bidder or, in the case of a company, partnership or firm, by a duly authorized officer or employee of such company, partnership or firm.
- (c) Prices quoted must be in Trinidad and Tobago Dollars.

4. ELIGIBILITY

- (a) Tenderers are eligible to bid as individual consultants, firms, consortium, or joint ventures. Partners in a consortium arrangement shall be made jointly and severally liable for performance of the contract.
- (b) Tenderer must be domicile in Trinidad and Tobago.
- (c) Where there are competing Firms with interlocking Directors, only one (1) of the Firms shall be permitted to bid, save and except, in the case of a joint venture arrangement. Firms with interlocking Directors bidding separately shall be all be disqualified.
- (d) A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - i. the bidder has the legal capacity to enter into a contract;
 - ii. the bidder is not:

- (a) insolvent;
- (b) in receivership;
- (c) bankrupt; or
- (d) being wound up
- iii. the bidder's business activities have not been suspended;
- iv. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- v. the bidder has fulfilled his or her obligations to pay taxes and national Insurance Contributions.

5. FREQUENTLY ASKED QUESTIONS ON TENDER SUBMISSION

How are submissions to be bundled?

Each Tenderer is to submit documents requested in Section 6, in a neat format with each section properly separated and tabbed together with a table of contents for ease of access **in the order stated hereunder**. All submissions must be binded. The Division reserves the right to reject any tender that has not been properly binded, tabbed, in an order different from that stated below or submission of any loose pages etc. <u>Submission of irrelevant information not requested below may result in submissions being summarily rejected</u>.

How many copies are to be submitted?

Tenderers MUST submit one (1) original and four (4) copies of their bids.

Must the copies be submitted in separate envelopes?

It is not necessary to do so, since the aim is for the Division to get five (5) bundles in total. If the five (5) bundles can fit in one (1) or two (2) envelopes, then this is desirable.

What happens if I submit a tender with information that was not requested by the Division?

The marks for overall presentation shall be adversely affected.

Where are the tenders to be deposited?

All tenders must be submitted in sealed envelopes, labelled in **BOLD** letter and addressed to -

The Administrator Division of Food Production, Forestry and Fisheries

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ENVIRONMENTAL IMPACT ASSESSMENT (EIA) FOR THE DEVELPOMENT OF PROPOSED LURE WILDLIFE, NATURE AND ADVENTURE PARK FOR THE DIVISION OF FOOD PRODUCTION FORESTRY AND FISHERIES.

and deposited in the tender box located at:

Division of Food Production, Forestry and Fisheries Shirvan Administrative Complex, Shirvan Road, Shirvan Tobago

All tenderers are invited to be present for the opening.

What are the important dates I must take note off?

Pre – tender meeting	-04 th February 2021 @10.00am]
Closing date and time for tender submission	11 th February 2021 @100pm
Tender Opening	20 th February 2021 @1.10pm

6. DOCUMENTS TO BE SUBMITTED

- (a) A cover page outlining the name of the Tenderer, date and signature of person making submission on behalf of the Tenderer. If submitting as a joint venture, a lead partner must be identified, the name of the person authorized to take instructions, and or coordinate with the Division and a copy of the joint venture agreement or a letter of intent to execute a joint venture agreement
- (b) State the name of the tenderer, name of Directors and Registered address. *Attach* Certificate of Incorporation/Registration/Notice of Directors of the lead partner.
- (c) **State** whether the Tenderer(s) is in compliance with local Tax and NIS laws. *Attach* Valid VAT, NIS and BIR certificates (where applicable).

(d) State whether the tenderer has a financial capacity of at least 50% of the cost proposed in this Tender. *Attach* a Bank Letter of Statement from a recognized financial institution demonstrating the Tenderer has the capacity to undertake the consultancy of at least 50% of the cost proposed in this tender.

Alternatively, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the Division that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

- (e) List the name, clients and value of TWO (2) previous projects preferably from Government or corporate agencies demonstrating that the Tenderer has undertaken Environmental Impact Assessment (EIA) studies for past projects, of at least 50% (average) EACH of the cost proposed in this tender and or current. *Attach* letter(s) of award/<u>signed</u> contracts/purchase orders¹. Any past contract from a corporate entity MUST be accompanied by a statutory declaration in a format prescribed by Schedule III. Tenderers who possess project specific experience shall be given additional points.
- (f) List the Name and contacts of two (2) references References must include the project name, brief description, contact person's name, agency, phone number, their role in the study and when the duration of the consultancy. It is preferred that references are from the project examples provided in (e) above. The Division will determine which, if any, references to contact to assess the quality of work performed, and the personnel assigned to the project. The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications. Any contract award may be subject to the Tenderer producing written reference letters.
- (g) Brief statement as to an understanding of what is required by the Tenderer if successful.

(h) Adequacy of Personnel –

¹ A list of past experience without evidence of the actual contract/letter of award shall not suffice

State the names and qualifications of the key personnel that will perform the services indicating who is Team Leader², who are supporting, etc. and roles and responsibilities of each person. Planning and design experience related to parks, recreation, trails, and open space in rural and or urban settings and community engagement experience is a definite asset. *Attach* CVs and academic certificates demonstrating qualifications of persons named above. Attach written confirmation from each personnel that they are available for the entire duration of the contract.

- (i) A methodology and implementation plan clearly outlining timelines and deliverables The methodology should take into account, modify, amend and or amplify the skeletal terms of reference attached hereto. The consultant must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. The proposal must include the specific tasks anticipated for the project. The proposal should identify detailed descriptions of the procedures and methods proposed to complete all tasks in order to satisfy the objectives/needs identified in the required scope of work. Clear project phases, tasks and deliverables at the end of each phase MUST be demonstrated. The study must not exceed one hundred and twenty (120) day period
- (j) A detailed cost breakdown plan congruent with the schedule plan hereinbefore referred to in (j) above, culminating into a final cost. Cost as rolled up by deliverables shall form the terms payment plan.

Submission of irrelevant information not requested in this RFP may result in submissions being summarily rejected. No additional information is to be submitted other than that requested above. Any additional information not requested shall not be taken into account or may result in disqualification. This includes irrelevant information such as company profiles, health and safety statements etc.

7. EVALUATION CRITERIA

 $^{^{2}}$ If selected for an interview, it is expected that the team leader conduct a majority of the presentation and be able to answer most questions asked during the interview process

See Schedule I.

8. REQUESTS FOR ADDITIONAL INFORMATION

Bidders requiring a clarification of the bid documents **MUST** do so by contacting the Procurement Unit **ONLY** by sending email to the following email address: <u>Lizanne.greenidge@gov.tt</u> Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process by being placed in a conspicuous location on the website - <u>http://pco.tha.gov.tt/tender-notice.</u>

9. PRE-TENDER MEETING

The Division of Food Production Forestry and Fisheries will coordinate a Pre Tender Meeting. The Pre Tender Meeting shall be held on the <u>11th Feb 2021@ 10.00am</u>. The meeting point for the Pre Tender Meeting shall be the conference room at the Division of Food Production, Forestry and Fisheries, Main Building.

10. WAIVER

The DFPFF retains a separate right to waive irregularities in the tender submission if in the DFPFF's discretion such irregularities are of a minor technical nature or relate to defects.

Where none of the tenderers have met the criteria state above the DFPFF retains the right to relax or waive any of the tender requirements, whether it be material or not, so long as waiving such requirement is not unfair to any tenderer who "but for" the waiver, would have submitted a different offer and shall not be prejudicial for any of the other tenderers.

11. BID VALIDITY PERIOD

Bids shall be valid for a period of at least ninety (90) days.

12. NO CONTRACTUAL OBLIGATIONS

This is an Invitation to Tender. No contractual obligations will arise between The Division of Food Production Forestry and Fisheries and any bidder until and unless The Division of Food Production Forestry and Fisheries and a bidder enters into a formal, written contract for the bidder to provide the services contemplated in this Tender Document. The Division of Food Production Forestry and Fisheries reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of services and waive any technicalities as deemed in its best interest. Where a final contract is made, this RFP shall have merged into the final contract and the provisions of the final contract will govern the arrangements between the parties going forward.

13. NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in this Tender document, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participation in the ITT, and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

14. CONFLICT OF INTEREST

The Division of Food Production Forestry and Fisheries will ensure there is no Conflict of Interest in this tender. As such, any relationship involving Bidders and Members of The Division of Food Production Forestry and Fisheries' Management and Staff must be fully disclosed.

15. RIGHTS OF THE DIVSION FOOD PRODUCTION, FORESTRY AND FISHERIES

- (a) The Division of Food Production Forestry and Fisheries reserves the right to reject any or all bids without limiting the generality of the foregoing, a Bid will be summarily rejected if it is conditional, if it is incomplete, obscure, or irregular, if it has erasures or corrections in the Cost Schedule, or if it has unit rates that are obviously unbalanced.
- (b) The Division of Food Production Forestry and Fisheries reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period.
- (c) The Division of Food Production Forestry and Fisheries reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.

- (d) The Division of Food Production Forestry and Fisheries may declare the bidding void when none of the bids meet the intent of the specifications or when it is evident that there has been a lack of competition and or that there has been collusion. In addition, all bids may be rejected if they are substantially higher than the official budget approved by the Division.
- (e) The Division of Food Production Forestry and Fisheries does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

16. GOVERNING LAW

All applicable laws in the Republic of Trinidad and Tobago will apply to any resulting agreement.

Schedule 1

Evaluation Criteria

5	Step 1 - SELECTION CRITERIA	
Cover page	Mandatory	See Section 6 (a)
Legal Status	Mandatory	See Section 6 (b)
Compliance with Taxes, NIS laws	Mandatory	See Section 6 (c)
Financial capacity	Pass/Fail	See Section 6 (d)
General Past Experience	Pass/Fail	See Section 6 (e)
Past Performance	Pass/Fail	See Section 6 (f)
	If suitable move to Step 2	
	Step 2 - AWARD CRITERIA	
Overall presentation	Excellent – 10 Good – 7 Average – 5 Poor- NR Max Score – 10 Min Score – 5	
An understanding of what is required	Excellent understanding – 4 – 5 Good understanding – 3 Poor understanding – NR Max – 5 Min - 3	See 6 (g)
Past experience specific to Nature Park	Experience in two (2) or more EIA studies - 10 Experience in two (2) EIA Studies - 7 Experience in one (1) EIA - 4 Experience in zero (0) Nature Park - 0 Max - 10 Min - 0	See Section 6 (e)

Personnel Capacity	Personnel exceeds the required standard in all aspects including clearly defined roles and responsibilities and skills - 14-15 Personnel meets the required standard including clearly defined roles and responsibilities – 10 - 13 Personnel does not meet the required Standard – NR	See Section 6 (h)
	Max score = 15 Min score = 10	
Methodology and Implementation Plan	Excellent layout, practical and clearly defined tasks, timelines and deliverables (very low risk to the Division) – 19 - 20 Good layout, practical and clearly defined tasks, timelines and deliverables (low risk to Division)- 14 – 18 Below requirements – NR Max score = 20 Min score = 14	See Section 6 (i)

Cost breakdown	Cost breakdown is congruent with schedule plan above and clearly identifies cost by phases, tasks and deliverables and stipulated terms of payment $-9 - 10$	See Section 6 (j) The Division is not interested in consultants Hourly and or daily rates or
	The cost breakdown substantially, but not fully identifies all material elements – 6-8 Cost breakdown is incongruent with elements Of schedule plan	travel, accommodation and hotel expenses etc.The Division prefers to see costs accumulated by tasks, Deliverables, phases and or milestones, so as to
	Max score = 10 Min score = 6	structure its payment plan accordingly.
MAX QUALITY SCORE	70	

- (a) Tenderers must pass the Selection criteria in order to proceed to the award criteria. Tenderers who have not passed <u>the Selection criteria or obtained the minimum</u> <u>score as stated in each award criteria</u>, shall not be considered further.
- (b) The Division reserves the right to permit any Tenderer to produce documents within a reasonable time related to the Selection criteria only, that were incomplete or incorrect at the time of the submission.
- (c) The evaluation committee may, if deemed necessary, require top-scoring consultants, based on the evaluation of the written proposals, to have interviews/presentations to support and clarify their proposals. Upon completion of any interviews/presentations by proposers, the Division's evaluation committee will make adjustments to the scores based on the information obtained in the interview/presentation, possible reference checks, and any other pertinent information.
- (d) Tenderers are asked to note that reference checks that are unfavourable may place a caveat on the quality points obtained, and be subject to further inquiry.

- (e) Tenders shall then be evaluated using a price quality ratio i.e. Price proposed /Quality points.
- (f) Where in the opinion of the evaluation committee, the price quoted by the successful tender is abnormally low, the Division shall request in writing details of the submission that gives rise to concerns as to the ability of the consultant/firm to perform the procurement contract. Where the Division having taken into account the information provided by the consultant /firm pursuant to its request and is still of the opinion that the price quoted is abnormally low, the Division may reject the submission as abnormally low.

Schedule II

Skeletal Terms of Reference

A Comprehensive Environmental Impact Assessment (EIA) for LWNAP, Lure Estate, Goldsborough, Tobago that identifies the likely effects this project as whole may have on the Environment and Society (according to Rule 10 (e) of the Certificate of Environmental Clearance Rules, 2001). **Scope of Work**

The proposed scope of work for this project includes but not limited to the following:-

- 1. To outline a plan for the mitigation of impacts,
- 2. To produce a systematic, reproducible, and interdisciplinary evaluation of the potential physical, biological, cultural, and socioeconomic effects of proposed actions and their practical alternatives. Proposed actions may include projects, programmes, policies, or plans,
- 3. To provide opportunities for all stakeholders, including the public involved in a proposed action to participate in the identification of issues of concern, practical alternatives, and to identify opportunities to avoid or mitigate adverse impacts,
- 4. To provide the means for decision makers to better integrate environmental, human health and socio-economic concerns as it relates to the environment,
- 5. To implement plans for public participation and stakeholder involvement,
- 6. To document purpose and need,
- 7. To outline important issues and interests in the proposed action as well as its alternatives,
- 8. To develop baseline information on the natural and human environments,
- 9. To identify fully Flora and Fauna,
- 10. To assess impacts and development of a decision making document,

Tenderer should be cognisant that report shall be done in Accordance to the Environmental Management Authority, the information contained in the EIA report will be used in the decision-making process to determine whether or not a Certificate of Environmental Clearance (CEC) will be granted for the proposed project. This report for EIA must be fulfilled according to the standards of the Environmental Management Authority (EMA).

Expected duration of work

This EIA Study shall not exceed a one hundred and twenty (120) man-days from the date of signing the contract.

SCHEDULE III

Statutory Declaration (Private Company)

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04

I,	,	Director	
,	(Name of director)		
and authoriz	zed representative of		
	(Name of company)		
a company d	duly incorporated and continued under the Companies Act 1995, with its	registered	
office situate	e at		
(Address of company)			
the Island of	f Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath	and say as	
follows:-		5	
1.	I am the authorized representative of		

and duly authorized to give this declaration on its behalf.

- The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
- 3. I hereby certify that any signed contracts/letters of award of purchase orders that has been submitted from me is a true representation of works the Tenderer have undertaken and that the Tenderer was not terminated for any reason related to and or ancillary to material non performance. A true copy of the contract(s) is now produced and shown to me and marked "A".
- 4. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.

- 5. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
- 6. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declar	red at)
this	day)
of		2021)

Before me,

COMMISSIONER OF AFFIDAVITS