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REQUEST FOR PROPOSAL

International Organization to conduct a study on Dniester Hydro Power Complex social and environmental impact assessment

RFP No.: RfP18/01854

Project: The Dniester Hydro Power Complex Social and Environmental Impact Study

Country: Republic of Moldova

Issued on: 26 November 2018

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to sc.md@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Vladimir Panfilii

Title: Project Assistant

Date: **November 26, 2018**

Approved by:



Name: Dorin Rotaru

Title: Assistant Resident Representative

Head of Operations

Date: **November 26, 2018**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS

1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p>

	<p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p>

	<p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any</p>

Proposals	<p>reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>

C. SUBMISSION AND OPENING OF PROPOSALS

22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder;

<p>Email Submission</p>	<p>ii. Be addressed to UNDP as specified in the BDS</p> <p>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any,</p>

	<p>must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial

	<p>resources to perform the contract and all existing commercial commitments,</p> <p>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</p> <p>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">Combined Score = (TP Rating) x (Weight of TP, e.g. 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p>

	<ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

	<p>and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Date: December 3, 2018</p> <p>Venue: Le Roi building, Conference Room, 3d floor</p> <p>Sfatul Țării 29, Chișinău, Republic of Moldova</p> <p>Time: 13:00 (Moldova local time GMT +2)</p> <p>Contact person: Vladimir Panfilii, Project Assistant</p> <p>Email: vladimir.panfilii@undp.org</p> <p>Tel: 068444388</p> <p>Skype: Vlad Panfilii</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: 0.20% of contract for every day of delay, up to a maximum duration of one calendar month, thereafter, the contract may be terminated.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar

11	31	Deadline for submitting requests for clarifications/questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ion Efros, Project Manager Address: United Nations Development Programme 131, 31 August Str., MD-2012, Chisinau, Republic of Moldova E-mail address: ion.efros@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	14 December 2018; 16.00 (GMT +2, Moldova Local Time) For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
15	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> e-Tendering
16	22	Proposal Submission Address	Offers can be submitted only through on-line bidding in etenderingmodule at: https://etendering.partneragencies.org Username: event.guest Password: why2change Please note: 1. It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above. 2. You can participate in the bid event only if you have registered in the system. 3. Please refer to Appendix A-Instructions to bidders and Appendix B-Q&A for bidders. BU Code: MDA10 Event ID: 0000003162 <input checked="" type="checkbox"/> Uploaded in the system. Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.
17	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF, ZIP, image files ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.

			<ul style="list-style-type: none"> ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal must not be provided to UNDP until the date as indicated in No. 14 ▪ Password for financial proposal must not be provided to UNDP until requested by UNDP. <p>Mandatory list of documents to be submitted:</p> <ul style="list-style-type: none"> - Proof of legally registered entity (Copies of registration) - CV of proposed personnel - Technical offer - Financial offer (password enabled) - Examples of previous conducted studies or similar projects
18	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 60%-40% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
19		Expected date for commencement of Contract	January 10, 2019
20		Maximum expected duration of contract	January 2019 – September 2019
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	<p>Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Mixed Goods and Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
24		Other Information Related to the RFP	N/A

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	<p>Minimum 3 contracts/projects in Environmental and Social Impact Assessment implemented over the last 7 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Minimum average annual turnover of USD 450,000 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	250
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	450
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing - Relevant to scope implementation team (yes – 5 pts; no – 0 pts) - Existence of Quality control system within the Organization (yes – 15 pts; no – 0 pts) - Good Past Performance and Letters of Gratitude from beneficiaries and from previous clients proving professional organizational skills and delivery in a timely and qualitative manner (yes – 10 pts; no – 0 points)	30
1.2	General Organizational Capability which is likely to affect implementation: - years in the business (5 years – 20 pts; more than 5 years – 30 pts) - financial stability and project financing capacity (yearly turnover for the last 3 years exceeding USD 450,000: yes – 20 pts; no – 0 pts)	50
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region(Eastern Europe)/country(Moldova) - Proven international experience (minimum of 7 years) in conducting studies in the area of Environmental and Social Impact Assessment (7 years – 30 pts; less than 7 years – 0 pts; 5 pts for each additional year, up to a maximum of 40 pts) - Proven international experience (minimum of 5 years) in conducting Environmental and Social Impact Assessment Studies of Hydropower Infrastructure (5 years – 30 pts; less than 5 years – 0 pts; 5 pts for each additional year, up to a maximum of 40 pts) - Extensive experience of working with government, companies, public, civil society organizations and development organizations (yes – 10 points per each counterpart: 10 pts for government/public entities, 10 pts – civil society organizations or private companies, 10 pts – development organizations; up to a maximum of 30 pts; no – 0 pts)	110
1.4	Efficient risk mitigation measures	30
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 10 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 15 points, particularly women empowerment, gender balance in the team and Gender Mainstreaming in the area	30
Total Section 1		250

Section 2. Proposed Methodology, Approach and Implementation Plan			Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?		50
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference		50
2.3	Details on how the different service elements shall be organized, controlled and delivered		50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement		50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic		50
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract		50
Total Section 2			300

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Qualifications of key personnel proposed		
3.1 a	Team Leader		30
	Master's degree or equivalent in any of a wide range of disciplines including ecology, water resources management, hydrology, biology, law, geography, forestry, social sciences, economics or any relevant to the assignment field	10	
	10 years of proven professional experience in project management in water sector, including hydrology, ecology and environmental impact assessment	10	
	Proven experience in environmental field in Eastern European region would be an advantage	5	
	Knowledge of Romanian or Russian is an advantage	5	
3.1 b	Hydrology and river morphology expert		60
	Master's degree or equivalent in hydrology or another related field	10	
	10 years of work experience in the field of hydrology (hydrological modelling, hydrological data acquisition and processing, water resources accounting, etc.).	20	
	5 years of experience in providing support during the implementation of the water infrastructure projects.	10	
	Sound knowledge of river morphology and impacts on the rivers hydrological regime due to operation of hydro power installations.	10	

	Experience in analysis and use of data sets using several tools (GIS/Matlab/Python/Excel) and use mathematical simulation models.	5	
	Knowledge of Romanian and Russian is an advantage	5	
3.1 c	Water quality expert		60
	Master's degree or equivalent in biochemistry, biology, chemistry, environmental science or another related field	10	
	7 years of working experience in conducting of research related to water quality and setting up field surveys	20	
	Ability to analyze statistical data on water quality samples	5	
	Ability to investigate deterioration of water quality from a scientific and legal viewpoint	5	
	Proven experience in providing solutions to water quality problems and water quality regulation	10	
	Knowledge in the EU environmental acquis (and how activities and structures around a water supply affect the water quality)	5	
	Knowledge of Romanian and Russian is an advantage	5	
3.1 d	Environmental expert		60
	Master's degree or equivalent in any of a wide range of disciplines including ecology, biology, geography, environmental economics, water resources management.	10	
	10 years of experience in carrying out Environmental Impact Assessments or similar studies	20	
	7 years of experience in providing support related to assessment of ecological functions and/or services	10	
	5 years of working experience in environmental damage assessment	5	
	5 years of working in wildlife and vegetation surveys	5	
	In-depth knowledge of the water resources management and planning, ecosystems ecology and water quality services	5	
	Knowledge of Romanian or Russian is an advantage	5	
3.1 e	Hydro-biology expert		60
	Master's degree or equivalent in ecology, eco-hydrology, hydrobiology, biology, water resources management or other relevant fields	10	
	7 years of demonstrated experience in conducting fresh water hydro-biological studies	20	
	5 years of working experience in Aquatic surveys and assessments	10	
	Knowledge in in-stream aquatic habitat inventories, phyto and zooplankton, and macro-invertebrate analyses, algae monitoring, aquatic plant surveys and management, fish stocking, population dynamics studies and management, aquatic impairment studies, etc.	15	
	Knowledge of Romanian or Russian is an advantage	5	
3.1 f	Hydro-technical (civil engineering) expert		60

	Master's degree or equivalent in hydro-technical, hydrological, environmental, or civil engineering or another related field	10	
	7 years of professional experience in hydrological engineering design	20	
	Experience in developing of hydro-technical compensation measures	10	
	Proven experience in carrying out of technical and feasibility studies	10	
	Knowledge of hydro-technical standards, rules, requirements, and guidelines	5	
	Knowledge of Romanian or Russian is an advantage	5	
3.1 g	Economic expert		60
	Master's degree or equivalent in any of a wide range of disciplines including economics, environmental economics, water economics, agricultural economics, industrial economics other relevant social sciences	10	
	10 years of professional experience in environmental and/ or social economics	20	
	7 years of experience in conducting of socio-economic analysis	5	
	5 years of experience in conducting of cost-benefit analysis	5	
	Proven knowledge of relations between environmental features and economic and social benefits	5	
	Proven experience in development of mitigation and/or adaptation measures and strategies	5	
	Work experience in economic valuation of environmental and ecosystem services would be an advantage	5	
	Working in assessing the economic impact downstream to hydropower infrastructure would be an advantage	5	
3.1 h	Social sciences expert (sociologist)		60
	Master's degree or equivalent in any of a wide range of disciplines including sociology, social economics, social anthropology or other relevant discipline	10	
	At least 5 years of professional experience in conducting applicative studies, data collection and interpretation	20	
	At least 5 years of application of qualitative and quantitative methods, conducting of sociological surveys, conducting of focus groups and interviews	10	
	Proven knowledge of relations between environmental features and economic and social benefit	10	
	Work experience with vulnerable groups (women, old people, and minorities) would be an advantage	15	
	Knowledge of Romanian or Russian is an advantage	5	
Total Section 3			450

Section 5. Terms of Reference

**Selection of company/research institute/team of experts
for conducting the study on Dniester Hydro Power Complex social and environmental impact assessment**

**Moldovan Government/UNDP/Embassy of Sweden Project:
The Dniester Hydro Power Complex Social and Environmental Impact Study**

B. Project Title

The Dniester Hydro Power Complex Social and Environmental Impact Study

C. Background and rationale of the project

The Dniester River is the ninth largest river in Europe with total length of 1,350 km and basin area of more than 72,000 km². Approximately 8.5 million people (5.5 in Ukraine and 2.7 in Moldova) live in the river basin. In addition to the Moldovan users of the Dniester water, including city of Chisinau, the river is used as a source for drinking water for about 3,5 million peoples in cities, situated out of the Dniester River basin - Chyrynivtsy and Odesa (both, in Ukraine). It is the fourth largest river in Ukraine and the largest one in the Republic of Moldova, meeting about 70 percent the Moldova's water consumption needs, being thus considered as a strategic surface water resource for environmental and socio-economic security of the Republic of Moldova.

The first Hydro Power Station on the Dniester River was built in Moldova in the Dubasari town in 1954. Starting 1973, Ukraine is continuously constructing on the river the second hydropower facility, known as Dniester Hydro Power Complex (HPC). The initial technical design of the HPC was modified in 2000's in terms of increasing the electricity generation capacity. It was followed by installation of additional turbines and subsequent change of the initial role of the water accumulation reservoir (buffer water reservoir), constructed in the riverbed.

Currently, the Dniester HPC consists of two Hydropower Stations (HPS-1 and HPS-2) and Pumped Storage Power Plant (PSP) situated upstream of the Moldovan state border. Dam of the HPS-1 has formed the main water reservoir. Construction of HPS-1, with total power capacity of 702 MWt lasted from 1973 to 1983. Construction of HPS-2, with designed capacity of 40,8 MWt, was commenced in 1983. It is situated twenty kilometers downstream of HPS-1, near village Nagoryany in the Vinnytsia region in Ukraine and the Moldovan village Naslavcha. Its dam has formed the buffer water reservoir with a length of 19,8 kilometers. The dam of the HPS-2 buffer reservoir was initially designed to mitigate hydropeaking and to ensure uniform water flow downstream but not for the hydro power generation as it occurs now. The Dniester HPC is mainly situated on the territory of Ukraine, except HPS-2 that occupies around 20 ha of the Moldovan territory.

The construction of Dniester PSP began in 1988. However the construction was suspended in 1991. The first generation unit was commissioned in 2009 (out of a total of seven planned turbines). The Dniester PSP is expected to become after finalization the largest pumped-storage HPP in Europe with 2,268 MW in generating mode and 2,947 MW in pumping mode. It is to be mentioned that the latest installed generation units and the ones to be installed are reversible units, being able to pump water from downstream to upstream in off-peak hours, in order to increase the volume of water available for producing electricity in peak hours.

Further plan of Ukraine includes installation of additional 4 (four) generation units (hydro power turbines) what implies increase of water level by 7 meters in the buffer reservoir. Following to above plan, within last several years Moldova and Ukraine are negotiating about official hand over of 17 ha of the Moldovan territory to Ukraine for its further use

for hydropower generation. This area represents the river bank bordered by the steep slope that shall be regularly filled in by water.

In addition, construction of 6 (six) new hydropower plants in the upper Dniester stretch is envisaged in the Ukrainian National Program on Hydropower Development until 2026, approved in 2017.

The Dniester HPC is functioning for many years and various negative environmental impacts and other consequences of its operation were registered by State Hydrometeorological Service in the Dniester River downstream. Generally, the critical pressures generated by HPC are well known. These are hydropeaking, altered water flow and fluctuating water level, sharp decrease of the natural water temperature values in the downstream river stretch which can be traced up to the Dubasari water reservoir, non-typical high transparency of water and reduced self-purification capacity of the river, drastic slow up of the gravel and sand sediments movement, extensive growth of aquatic vegetation in some river stretches, loss of valuable fish biodiversity and decline of fish population due to both blockage of migratory pattern, and changed features and loss of aquatic habitats, etc. Joint Dniester Expeditions have also indicated severe water quality problems, declining biodiversity and deteriorating ecosystems along the river.

To address cooperation on the hydro-energetics issues, currently, the Agreement on functioning of the Dniester HPC is being developed and negotiated between the Governments of Moldova and Ukraine. It aims to provide the legal background for functioning of Dniester HPC and its further upgrading for full scale operation, as well as to establish responsibilities of both contracting parties in terms of ensuring safety of the HPC functioning, parties' rights, use of properties, leasing of land, etc. The negotiation process on the Agreement was accelerated within last 2 (two) years, and in 2017, the parties came up with a revised draft of the Agreement, where some articles, addressing environmental issues still is a main obstacle for its signing.

In order to understand the implications of the further development of the Dniester HPC on ecosystems and the population of Moldova, as well as to ensure that the position of the Moldovan negotiation team is based on scientific evidence, the Ministry of Agriculture, Regional Development and Environment of the Republic of Moldova requested support in elaboration of a study on the current and potential impacts of the functioning of the Dniester HPC on the territory of Moldova.

A comprehensive impact assessment Study covering a wide range of issues linked to the hydropower shall be carried out. Finally, the Study shall provide both the Government and broad public with scientifically based assessments and data to be used for negotiation of the Agreement, particularly, addressing environmental, social and legal implications of such an Agreement.

D. Scope, objectives and expected results of the project

The overall scope of the project is to support sustainable management and protection of the Dniester River.

The specific objectives are:

1. To ensure that Government of the Republic of Moldova understands of the impacts of the functioning of the Dniester HPC and is fully prepared in negotiations on the Agreement on functioning of the Dniester HPC.
2. To provide the public with science-based information on the current and potential impacts of the functioning of the Dniester HPC.

The expected outputs of the project are: i) detailed Study on current and potential environmental and socio-economic impacts on the territory of Moldova resulting from operation of the hydro power generation facilities on the Dniester River elaborated; ii) understanding of the Moldovan negotiation team with regards to environmental and social impacts

of the Dniester HPC enhanced, as well as their negotiation capacity and iii) public is informed and transparency of the transboundary management of the Dniester River increased.

D. Approach and methodology

The contractor will consist from a **mixed Team of international and national consultants** that would apply under the umbrella of one bidder. The bidder might be a company, a research institute or a team of individual experts.

The international company that will be selected will be responsible for the selection of national consultants. Project Management Unit may facilitate the process for this recruitment.

The work of the contractor will be dedicated to the first component of the project. The scope of the first component of the project is to conduct a detailed study on current and potential environmental and socio-economic impacts on the territory of Moldova resulting from operation of the hydro power generation facilities on the Dniester River in order to provide the Moldovan Government and broad public with scientifically based information regarding the impacts and their potential consequences followed by construction and operation of the Dniester HPC. This information shall be obtained within a comprehensive study of impacts and potential damage assessment and will comprise a range of sequential activities.

This component is aiming for two objectives:

- To identify significant direct and indirect impacts originated by the Dniester HPC on the river properties, functions and services to justify required releases from HPS-2 of the Dniester HPC, and
- To establish a methodology and assess damages generated by the Dniester HPC (if any) on the basis of the agreed methodology to provide the Moldovan Government with costs to be recovered by compensation measures (or other options) to be possibly negotiated with the Ukrainian party.

In order to reach the objectives of this component of the project the selected company/research institute/team of individual experts would be expected to conduct the following key activities:

1. Collect and analyze available information and to collect the missing data addressing hydro-morphological pressure generated by the Dniester HPC and pertaining environmental and socio-economic impacts.
2. Localize and map the major impacts, and to determine their magnitude, frequency, distribution and consequences.
3. Design the environmental survey program and carry out field research to obtain missing or clarify available contradictory and/or fragmentary information about pressures and impacts
4. Evaluate the impacts resulting from (1) upgrading of the Dniester HPC and (2) planned construction of 6 (six) new HPC in the upper stretch of the Dniester River.
5. Formulate conclusions on minimum water flow parameters, parameters of spring (ecological) and other seasonal flows from HPS-2 to ensure healthy functioning of aquatic and other river dependent ecosystems and full satisfying of the socio-economic needs downstream, also taking into consideration climate change scenarios, seasonality and different hydrological conditions (dry years, wet years).
6. Define or elaborate appropriate damage assessment methodology with use of both available data and information and those to be developed.
7. Coordinate proposed methodology on damage assessment with Ministry of Agriculture Regional Development and Environment (MARDE), Apele Moldovei Agency and Ministry of Economy and Infrastructure and assist the

MARDE in the process of its approval by the Government.

8. Following the methodology, to calculate environmental, social and economic damages (if any).
9. Develop approach and procedure for the yearly damage assessment in the case of non-compliance with minimum water release from HPS-2.
10. Conduct Training on Damage Assessment with concerned stakeholders.
11. Elaborate possible compensation measures based on the appropriate best international practices.
12. Determine which should be the minimum water debits and ecological/spring debit released from HPS-2 downstream to Moldovan segment Dniester in different hydrological conditions.

E. Expected Outputs/Deliverables and schedules

The work of the contractor will be dedicated to the first component of the project. The first component of the project will consist from a two parts study (**study of impacts and study of damages**) and related sub-studies. The first part of the study (study of impacts) will cover the existing and potential impacts of Dniester HPC. The expected deliverables of this part are described in the table below under the outputs 1 – 7 and will consist from several sub-studies. The second part of the study (study on damages) is described in the table below in the outputs 8 – 14 as follows:

Deliverables/ Outputs	
<p>Part 1 Study on existing and potential impacts</p> <p>This part of the study will scrutinize and assess the existing and potential impacts of Dniester HPC. More specifically it will focus on river hydrology and river morphology, water quality, hydro-geology issues, environment hydro-biology, hydro-technical infrastructure (civil engineering issues), social and economic impacts.</p> <p>This part of the study will be conducted by a team of technical experts consisting from a hydrologist, water quality specialist, hydro-geologist, hydro-biologist, hydro-technical infrastructure engineer (or civil engineer) and an economist.</p>	Time/Schedule
<p>Output 1 – Producing of a River hydrology and river morphology sub-study that will cover the following key items:</p> <ol style="list-style-type: none"> a. Historical overview of the Dniester hydrological regime on the territory of Moldova before and after construction of the Dniester HPC; b. Comparison of the hydrological regime before and after construction in typical years of the different water probability; c. determination the effects of permanent downstream river flow modification (e.g., daily flow changes from peaking releases, seasonal 	<p>Plan of Actions - 15 January 2018</p> <p>Monthly progress</p>

<p>flow changes, etc.) as a result of the existing infrastructure operation, its extension and planned new hydropower plants;</p> <ul style="list-style-type: none"> d. evaluation of significance and magnitude of the hydrological regime alteration in different river stretches and identification the most affected (critical) stretches from the point of view of the river functions and services provided to Moldova; e. identification of major hydro-morphological impacts generated by the altered hydrological regime (e.g., bank erosion, transport of sediments, substrates deposition/ siltation of riverbed, etc.), their description and mapping; f. revealing the dependence of hydrological parameters downstream on the operation patterns of the Dniester HPC (hydro peaking, seasonal flow, etc.); g. evaluation of potential hydrological and morphological impacts due to planned upgrade of the Dniester HPC and construction of new hydro-power generation facilities. <p>The Consultant may use the appropriate tools for analysis of large data sets like GIS/Matlab/Excel, etc. and apply mathematical simulation models (hydrology/hydraulics/sediments) to execute system analyses, where needed.</p>	<p>reports for each sub-study and output</p> <p>Mid-term report end of May 2019</p> <p>Final report – August/September 2019</p>
<p>Output 2 – Producing of a Water quality sub-study that will cover the following key items:</p> <ul style="list-style-type: none"> a. evaluation of impact of the Dniester HPC on the physico-chemical and microbiological parameters of the Dniester River based on comparison of water quality data in the Ukrainian and Moldovan river stretches (i.e., closest to HPC unmodified river stretch in Ukraine and in selected sites in the river stretch on the territory of Moldova); b. evaluation of magnitude and distribution of the water quality changes provoked by HPC in different river stretches and identification the most affected (critical) stretches from the point of view of the river functions and services provided to Moldova; c. identification of major impacts generated by changed water quality, their description and mapping; d. revealing the dependence of water quality parameters downstream on the operation patterns of the Dniester HPC (hydro peaking, seasonal flow, etc.); e. evaluation of potential impacts on water quality due to planned upgrade of the Dniester HPC and construction of new hydro-power generation facilities. 	

<p>Output 3 – Producing of a Hydro-geology sub-study that will cover the following key items:</p> <ul style="list-style-type: none"> a. An overview of zones of ground water interactions with the Dniester River and identification the most dependent aquifers; b. establishing of dependence of the aquifer conditions with multi-annual hydrological regime of the Dniester River after construction of HPC, and if established, determination of impacts’ magnitude on the aquifer status, critical river stretches and impacts mapping; c. revealing the dependence of the aquifers’ status on the operation patterns of the Dniester HPC (seasonal and annual flow, water level, etc.); d. evaluation of potential impacts on the aquifer status due to planned upgrade of the Dniester HPC and construction of new hydro-power generation facilities. 	
<p>Output 4 – Producing of an Environment and hydro-biology sub-study that will include the following items:</p> <ul style="list-style-type: none"> a. evaluation of multi-annual trends in the valuable fish species biodiversity and abundance, fish spawning grounds and other biota representing the fodder base before and after construction of HPC; b. identification valuable fish species that had suffered the most as result of the Dniester HPC construction; c. analysis of effects linked to the HPC operation (e.g., altered water flow, water level, temperature, etc.) affecting the valuable fish communities and if determined, assessment of impacts’ significance, magnitude and distribution on fish; d. establishing of dependence of the water dependent ecosystems, including wetlands and terrestrial ones (e.g., forests) with multi-annual hydrological regime of the Dniester River after construction of HPC, and if established, determination of impacts’ magnitude on the ecosystems conditions; e. identification of impacts on fish and ecosystem conditions resulting from operation patterns of the Dniester HPC (seasonal and annual flow, water level, etc.), and if identified, recognizing critical river stretches and impacts mapping; f. evaluation of potential impacts on fish and ecosystems conditions due to planned upgrade of the Dniester HPC and construction of new hydro-power generation facilities. 	
<p>Output 5 - Producing of an Hydro-technical infrastructure sub-study that will be including the following key items:</p>	

<ul style="list-style-type: none"> a. Identification of significant impacts on hydro-technical infrastructure on the operation patterns of the Dniester HPC (seasonal and annual flow, water level, etc.) and critical river stretches; b. Review the structural designs of hydro-technical structures and their earthquake-resistant properties based on international experience and assess the applicability of prospective contextually appropriate earthquake -resistant structural designs and assess the risks posed by induced seismicity around these structures downstream on Dniester; c. Reviewing engineering studies to determine vulnerability of the Dniester Pumped Storage Power Plant buildings and structures to earthquakes and triggering of associated consequences such as result water loss through karst formations and floods on Moldova's territory; d. Overview of existing hydro-technical infrastructure in the Moldovan river stretch dependent from river hydrology (drinking, technical and irrigation water intakes, navigation channels, piers, flood protection dykes, bridges, artificial spawning, bank strengthening facilities, etc.). 	
<p>Output 6 – Producing of a Socio-economic impacts sub-study that will include the following key items:</p> <ul style="list-style-type: none"> a. analysis of the Dniester HPC operational impacts downstream and on lowland areas, including artificial floods and hydrological droughts, and revealing the affected population, localities, economic activities (through gender perspective), as well as altered river functions and ecosystem services (e.g. drinking water, fish, recreation, irrigation, etc.), to determine direct and indirect costs resulting from operation of existing, upgraded and planned hydropower infrastructure in Ukraine; b. develop scenarios for current and future fresh water demand by various water consumption sectors - agriculture, aquaculture, domestic and industrial water use and judge potential concurrence between water use in case of different hydrological scenarios in dependence on water flow releases from HPS-2. These scenarios must consider climate change impacts, trends of economic development, population dynamics, taking into consideration gender issues, etc.; c. There shall be applied deterministic and probabilistic models to understand to what extent the core functions and services of the Dniester River, like water flow and sediments transport, ecosystems running, safe and efficient navigation, land-use in flood plains, water supply for various purposes, recreation, etc. will be affected as a result of both existing and planned upgraded/ new infrastructure. 	
<p>Output 7 – Estimation of minimum debits and ecological debits</p>	

Based on the collected and analyzed data in the first 6 outputs of the study there should be determined:

- a. The minimum water debits or daily debits in meters per second (m/s) that should be released from the Ukrainian to the Moldovan segment of Dniester at HPS-2;
- b. The ecological debits (spring debits) in terms of meters per second (m/s) and number of days;
- c. The Rules for the Exploitation of Dniester Hydropower Complex (the Rules) should assess and identify to what extent they comply with European best practices of hydropower infrastructure with cross-border impact. The assessment should also take into consideration the findings of the impacts sub-studies and take care the Rules respond and protect the interests of all water users.

Part 2 Study on damages.

The study on damages will estimate the possible direct and indirect costs, disasters and lost ecosystem services as a result of the existing and planned hydropower infrastructure in Ukraine. In collaboration with other consultants, the study on damages will quantify within a cost-benefit framework the investment needed to mitigate the annual costs of clean water supply for the population, flood hazards, droughts, soil degradation, industrial and agricultural loss, health impact, tourism industry and other potentially incurred losses. This part of the study to indicate the lost GDP of Republic of Moldova as a result of the existing and planned hydropower infrastructure of the Upper Dniester. It will also determine a methodology (a compensation mechanism) for the lost ecosystem services.

This part of the study will be conducted by a team of experienced economist(s) and sociologist in close cooperation with the technical experts that have contributed to the first part of the study. It will contain the following deliverables:

Output 8 – Estimation of direct water supply, agricultural, industrial, public health, and tourism costs

- i. Water supply costs
 - a. Cost of identifying alternative sources of water for subsistence purposes of Moldovan population;
 - b. Cost of identifying sufficient amount of water for commercial activities;
 - c. Cost of water treatment and improvement of water quality up to the drinkable levels.
- ii. Health economics (healthcare costs):
 - a. Cost of health-related problems as a result of water borne diseases (dysentery, cholera, and hepatitis A, cyanobacteria;

<ul style="list-style-type: none"> b. Health impacts may also arise in the long term owing to the loss of medicinal plants, reduced food security arising from lower farm productivity; c. Health Impacts Associated with Reduced Access to Natural Resources: (e.g. Health impacts of loss of medicinal plants, increase in malnutrition). <p>iii. <u>Agricultural economics costs:</u></p> <ul style="list-style-type: none"> a. Cost of annual lost agricultural production as a result of induced drought (crops, animal husbandry); b. Cost of soil degradation as a result of lack of freshwater and penetration of ground and deep underground waters from aquifers and are full of minerals and salts and that lead to soil compacting/stoning and sidelining it from the economic circuit. <p>iv. <u>Tourism economics</u> (tourism economics impact analysis)</p> <ul style="list-style-type: none"> a. The consultant will assess how tourism in the country will be affected as a result of reduced resources of fresh water and high variation of the water levels in Dniester River; b. What costs will be incurred as a result of lost prospective of water/nautical tourism; c. Cost of lost historic, cultural, religious resources, scenic areas (if any). 	
<p>Output 9 – Estimation of lost ecosystem services Cost of lost ecosystem services that will include:</p> <ul style="list-style-type: none"> i. Costs associated with loss of fishery; ii. Costs associated with other aquatic life that is key for maintaining alive a freshwater dependent ecosystem such as freshwater mollusks, crustaceans, and other benthic organisms are even more sensitive to these changes than most fish species, due to their limited mobility; iii. Costs associated with erosion control, protection from natural disasters and regulation of air, water, and soil quality; iv. Costs of lost/diminished vegetation and alluvia, forests and wildlife areas, mineral resources; v. Losses produced by dam induced seismicity including: <ul style="list-style-type: none"> a. Floods and destruction of physical assets downstream to Dniester hydropower complex b. Floods as a result of mismanagement of dam reservoirs and production of damage on Moldovan territory 	
<p>Output 10 – Estimation of indirect and other costs</p>	

Downstream losses produced by dams may include other substantial costs. In this regard the consultant would take into account:

i. Potential conflict generated costs.

There is a large amount of cases and literature documenting the regional (e.g. interstate) and civil related conflicts as a result of unfair water usage with the emergence of hydropower infrastructure. Lack of water and lost economic opportunities may in result in significant social tension, which will affect all the communities living in and around the project area, and, could last for many years.

In this regard the consultant should document the relevant cases and elaborate a scale with probability of a conflict escalation internally in Moldova as well as between Moldova and Ukraine as a result of operation of Dniester HPC. Potential losses, costs and mitigation measures should be proposed.

ii. Women and Economic Activities.

Women play a significant role in the economic life of the families. Their contribution generally goes towards children's school fees, health care needs, food and clothing. They do represent also an important manufacturing workforce, particularly owner-operated micro-enterprises in such sectors as dressmaking, food processing and handicrafts. The consultant should assess which are the economic sectors of Moldova where women represent a significant workforce and particularly where water represents a key resource for running these sectors.

The overall task would be to assess how will be women wellbeing and their economic opportunities affected in in Moldova by the expansion and finalization Dniester HPC.

iii. Depression of local economy, forced migration, depopulation.

Dams and hydropower infrastructure may lead to lost economic opportunities and induce forced migration of local population downstream to the hydropower dams. In the specific case of Moldova it has been already observed in villages that are located in the Dniester Basin that the ground water significantly decreased with the lowering of water volume in the Dniester River (according to the principle of "communicating vessels"). In some cases, the wells got dry because of decrease of water level in Dniester. This lead to the fact that many households were forced to sacrifice their animals (that is a key source of subsistence and income in villages) since they had no water resource to breed them. Other examples such as the decrease of fishing in Dniester at local level may also be associated with the existence and operation of Dniester HPC. These phenomena may multiply in the

<p>future and induce migration. In turn the forced migration may have a snow ball/spill-over effects and result in the depression of the local economy as the market for local goods and services will decline as well. Moldova is already affected by migration. The construction and expansion of Dniester HPC may accelerate this pattern and put additional strain on local communities and development.</p> <p>In this regard the task of the consultant would be to identify and map out the risks, lost GDP and lost economic opportunities in Moldova's local communities as a result of finalization and expansion of Dniester HPC.</p> <p>iv. <u>Intangible assets loss</u> downstream to hydropower infrastructure. Besides of loss of labor/workforce capital (e.g. people forced to emigrate since water shortage may deprive them from job/business/economic opportunities) additional loss of intangible assets could be generated by the operation and expansion of Dniester HPC. These may include the loss of cultural skill and rolling capital, loss of historical cultural legacy, loss of social capital, loss of social networks.</p> <p>Therefore, the consultant would assess, quantify and estimate these possible losses.</p>	
<p>Output 11 – Elaboration of the methodology for damage assessment</p> <p>i. The methodology shall define the legal background for damage assessment, the reference year/years, and the river stretches affected by Dniester HPC;</p> <p>ii. The methodology should include but not limited to assessing the damage to fish and other wild water dependent biodiversity, water quality and availability due to loss of the ecosystem services and functions;</p> <p>iii. The methodology, should allow the transfer of environmental, social and economic aspects of the impacts into the point system or monetary terms;</p> <p>iv. The expression of damage in monetary terms will allow the Moldovan Government to assess and weigh damage on environment, and social-economic conditions in the Dniester region.</p> <p>This methodology is used to assess the impact of the HPC compared with the hypothetical situation of no Dniester HPC.</p>	

<p>Output 12 – Elaboration of the procedure for damage assessment</p> <ul style="list-style-type: none"> i. Approach and procedures for the yearly damage assessment in the case of failure to comply with the agreed hydrological regime and volume of discharges from Dniester Pumped Storage Accumulation Station shall consider at least in critical river sections, responsible institutions, cost, sources of financing, etc. ii. The procedure shall also include mechanism of control over water discharges from HPS-2. iii. The developed approach and procedures of the yearly damage assessment shall be coordinated with all interested parties and could be included in Annex of the Agreement. <p>This procedure is used to establish a way to coordinate the water use in Dniester HPP and to establish a penalty system for non-compliance.</p>	
<p>Output 13 – Delivering a Training on Damage Assessment with concerned stakeholders</p> <p>Under this output a training of 1-2 days will be conducted with relevant Governmental institutions in order to present the Methodology and increase the capacities and expertise of national institutions in the field of damage assessment. The workshop could be jointly organized by the technical, economic and legal experts.</p>	
<p>Output 14 – Producing a set of compensation measures.</p> <p>The compensatory measures have to be clearly reasoned and evaluated by the cost-benefit framework of the investment needed to mitigate the damage costs of access to clean water supply, ecological losses, industrial losses, agricultural loss due to shortage of water resources, including fishery, health impact, tourism and recreational industry losses. In this regard the consultant will elaborate:</p> <ul style="list-style-type: none"> i. A list of possible compensation measures that shall include but not be limited to the following: construction of the bypass channel(s) for replenishing the upper reaches of small rivers in Moldova, construction of artificial spawning grounds, fish stocking and those protecting water intakes from low water levels in the river. ii. A monetary compensation system/measures and other cost recovery options. 	

E. Institutional Arrangement

The contractor will report to the Project Manager and will work in close coordination with the project team, national partners and nationally hired expert who will monitor and facilitate the work. The contractor will provide monthly reports of the progress work achieved.

F. Duration of the Work

Tentative duration of the assignment will be 9 months (January 2018 – August/September 2019).

G. Duty Station

Duty station of the Project will be Chisinau (Republic of Moldova). Occasional field trips outside Chisinau and in Ukraine (if relevant) for the collection of missing data may be needed.

H. Qualifications of the Successful Contractor

The contractor will consist from a Team of international and national consultants that would apply under the umbrella of one bidder (**company, research institute, team of individual experts**) and will consist from key experts having the following qualifications:

Team Leader

- Master's degree or equivalent in any of a wide range of disciplines including ecology, water resources management, hydrology, biology, law, geography, forestry, social sciences, economics or any relevant to the assignment field;
- 10 years of proven professional experience in the field of water sector, including hydrology, ecology and environmental impact assessment;
- 7 years of demonstrated experience in the project management;
- 5 years of demonstrated experience in projects with similar tasks, with preference for experienced gained on cross-border projects;
- Ability to establish and maintain productive partnerships with government executive officers, and other national and international partners and stakeholder, and ability to identify beneficiaries' needs, and to match them with appropriate solutions;
- Excellent organizational and analytical skills, high capacity to solve challenging issues, experience in planning, organizing and facilitating of round tables, public hearings or similar public multi-stakeholders events;
- Ability to plan and produce quality results to meet established goals, generates innovative, practical solutions to challenging situations;
- Ability to interact, establish and maintain effective working relations within the team to build trust, and to manage in a deliberate, transparent and predictable way;
- Deals openly, honestly and transparently with issues, resources and people;
- Excellent communication skills, including the ability to convey complex concepts and recommendations, both orally and in writing, in a clear and persuasive style tailored to match different audiences;
- Ability to plan, implement and monitor project activities by applying management skills;
- Ability to communicate and work effectively with a wide range of counterparts;
- Proven experience in developing of reports and strategic papers;
- Full professional English proficiency. Knowledge of Romanian or Russian is an advantage.

(1) Hydrology and river morphology expert

- Master's degree or equivalent in hydrology or another related field;
- 10 years of work experience in the field of hydrology (hydrological modelling, hydrological data acquisition and processing, water resources accounting, etc.);
- 5 years of experience in providing support during the implementation of the water infrastructure projects;
- Sound knowledge of river morphology;
- Sound knowledge of impacts on the rivers hydrological regime due to operation of hydro power installations;
- Experience in analysis and use of data sets using several tools (GIS/Matlab/Python/Excel);
- Experience in development and use mathematical simulation models;

- Excellent analytical skills;
- Ability to organize, analyze, interpret, and utilize studies and program performance data;
- Knowledge of Romanian or Russian is an advantage

(2) Water quality expert

- Master's degree or equivalent in biochemistry, biology, chemistry, environmental science or another related field;
- 7 years of working experience in conducting of research related to water quality and setting up field surveys;
- Ability to analyze statistical data on water quality samples;
- Ability to investigate deterioration of water quality from a scientific and legal viewpoint;
- Proven experience in providing solutions to water quality problems and water quality regulation;
- Knowledge in the EU environmental acquis;
- Knowledge in how activities and structures around a water supply affect the water quality;
- Ability to organize, analyze, interpret, and utilize studies and program performance data;
- Knowledge of Romanian or Russian is an advantage

(3) Environmental expert

- Master's degree or equivalent in any of a wide range of disciplines including ecology, biology, geography, environmental economics, water resources management, etc.;
- 10 years of experience in carrying out Environmental Impact Assessments or similar studies;
- 7 years of experience in providing support related to assessment of ecological functions and/or services
- 5 years of working experience in environmental damage assessment;
- 5 years of working in wildlife and vegetation surveys;
- In-depth knowledge of the water resources management and planning;
- In-depth knowledge of ecosystems ecology and water quality services;
- Experience in mitigation planning and implementation;
- Ability to organize, analyze, interpret, and utilize studies and program performance data;
- Knowledge of Romanian or Russian is an advantage

(4) Hydro-biology expert

- Master's degree or equivalent in ecology, eco-hydrology, hydrobiology, biology, water resources management or other relevant fields;
- 7 years of demonstrated experience in conducting fresh water hydro-biological studies;
- 5 years of working experience in Aquatic surveys and assessments;
- Knowledge in in-stream aquatic habitat inventories, Phyto and zooplankton, and macro-invertebrate analyses, algae monitoring, aquatic plant surveys and management, fish stocking, population dynamics studies and management, aquatic impairment studies, etc.
- Ability to organize, analyze, interpret, and utilize studies and program performance data;
- Knowledge of Romanian or Russian is an advantage

(5) Hydro-technical (civil engineering) expert

- Master's degree or equivalent in hydro-technical, hydrological, environmental, or civil engineering or another related field;
- 7 years of professional experience in hydrological engineering design;
- Experience in developing of hydro-technical compensation measures;
- Proven experience in carrying out of technical and feasibility studies;
- Knowledge of hydro-technical standards, rules, requirements, and guidelines;
- Strong analytical thinking;
- Knowledge of Romanian or Russian is an advantage

(6) Economic expert

- Master's degree or equivalent in any of a wide range of disciplines including economics, environmental economics, water economics, agricultural economics, industrial economics other relevant social sciences.
- 10 years of professional experience in environmental and/ or social economics;
- 7 years of experience in conducting of socio-economic analysis;
- 5 years of experience in conducting of cost-benefit analysis
- Proven knowledge of relations between environmental features and economic and social benefits;
- Proven experience in development of mitigation and/or adaptation measures and strategies;
- Ability to organize, analyze, interpret, and utilize studies and program performance data;
- Work experience in economic valuation of environmental and ecosystem services would be an advantage
- Knowledge of Romanian or Russian is an advantage
- Working in assessing the economic impact downstream to hydropower infrastructure would be an advantage

(7) Social sciences expert (sociologist)

- Master's degree or equivalent in any of a wide range of disciplines including sociology, social economics, social anthropology or other relevant discipline
- At least 5 years of professional experience in conducting applicative studies, data collection and interpretation
- At least 5 years of application of qualitative and quantitative methods, conducting of sociological surveys, conducting of focus groups and interviews
- Proven knowledge of relations between environmental features and economic and social benefit
- Work experience with vulnerable groups (women, old people, and minorities) would be an advantage
- Prior project/work experience with Local Public Authorities would be an advantage
- Team work within national international teams would be an advantage
- Knowledge of Romanian or Russian is an advantage

I. Schedule of Payments

Payments will be provided in two tranches. The first disbursement will account for 10% of the budget negotiated for the impact study, upon the presentation of the Plan of Activities intended to be implemented by the consultant. The second disbursement will be issued after the satisfactory completion of the study.

J. Application process

Interested **companies, research institutes** and **teams of independent experts** shall submit the following documents:

- a) Offeror's Letter of Confirmation of Interest and Availability;
- b) Company's/Research Institute/team's CV, including the CVs of its members
- c) Brief description of why the Company's/Research Institute/team's considers themselves as the most suitable for the assignment, and a methodology and approach to complete the assignment.
- d) Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.
- e) Copies of registration documents
- f) Samples of a similar impact studies developed/conducted
- g) References

K. Criteria for Selection

The decision to award the contract to the winner will take into account the following criteria:

- Bidder qualification – 25%
- Proposed Methodology, Approach and Implementation Plan – 30%
- Management Structure and Key Personnel – 45%

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
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We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

	<p>The technical proposal should meet the following conditions:</p> <ul style="list-style-type: none"> ▪ Activities in the Technical Proposal should be stipulated clearly and be relevant for the achieving of the assignment objectives; the tasks are well understood and properly addressed (in sufficient detail); ▪ Existence of quality assurance procedures; ▪ Cultural and gender sensitivity; ▪ Ability to deliver final products of required quality, on time and within budget; ▪ In case the Service Provider is a consortium of companies, the application should contain a clear distribution of tasks among the consortium members. <p>The Documents included in the proposal should prove the following qualifications of the company:</p> <ul style="list-style-type: none"> ▪ Legally registered entity or consortia of firms; ▪ Proven international experience (minimum of 5 years) in Environmental Impact Assessment of Hydropower infrastructure ▪ Proven international experience (minimum 3 projects) contracts in Environmental Impact Assessment of Hydropower infrastructure implemented over the last 5 years. ▪ Extensive experience of working with government, public, civil society organizations and development partners. <p>The documents included in the proposal should prove the qualifications of the team members (including the team leader):</p> <ul style="list-style-type: none"> ▪ University Degrees in the relevant fields mentioned in Technical Evaluation Criteria; ▪ Proven relevant experience of the experts in the fields mentioned in Technical Evaluation Criteria; ▪ Team members shall have strong analytical skills, including in the identification of key issues and how they relate; ▪ Excellent command of English. Knowledge of Romanian or Russian will be an advantage; ▪ At least one team member should have an advanced understanding, knowledge and experience in applying Gender Equality approach to development and policy-making.
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Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RfP18/		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture
 OR
☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RfP18/		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RfP18/		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RfP18/		

We, the undersigned, offer to provide the services **to conduct a study on Dniester Hydro Power Complex social and environmental impact assessment** in accordance with your Request for Proposal No. RfP18/ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RfP19/		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			

Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
1. Producing of a River hydrology and river morphology sub-study				
2. Producing of a Water quality sub-study				
3. Producing of a Hydro-geology sub-study				
4. Producing of an Environment and hydro-biology sub-study				
5. Producing of an Hydro-technical infrastructure sub-study				
6. Producing of a Socio-economic impacts sub-study that				
7. Estimation of minimum debits and ecological debits				
8. Estimation of direct water supply, agricultural, industrial, public health, and tourism costs				
9. Estimation of lost ecosystem services				
10. Estimation of indirect and other costs				
11. Elaboration of the methodology for damage assessment				
12. Elaboration of the procedure for damage assessment				
13. Delivering a Training on Damage Assessment with concerned stakeholders				
14. Producing a set of compensation measures				

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]