



Request for Proposal (RFP 35/2009)

Date: 09 June 2009

Dear Sir/Madam,

Subject: RFP 35/2009 for Development of Prespa Lake Watershed Management Plan

1. You are requested to submit a proposal for Development of Prespa Lake Watershed Management Plan as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 06 July 2009

UNDP

Ref. RFP 35/2009 – “Prespa Lake Watershed Management Plan”

Do not open before 06.07.2009 at 10 a.m.

8ma Udarna brigada 2,

Skopje, Former Yugoslav Republic of Macedonia

4. Interested Bidders may obtain further information in writing to: procurement.mk@undp.org
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the procurement mailing address: procurement.mk@undp.org. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents and Please check our website regularly as there may be uploaded additional information - responses to the offeror's queries uploaded with the tender documents (Q&A) and updated on when-needed basis!

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal. A copy of the company registration document to be submitted, a company profile and a reference list of minimum 5 projects of comparable size and complexity with the watershed management plan for Prespa and clients contacts for reference check

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

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. CVs of the personnel are required to be submitted and a letter of agreement by the consultants proposed on their availability and willingness to participate in this assignment.

(c) Proposed methodology

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

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

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

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

9. Proposal prices

The price proposal shall be presented per deliverables while each deliverable shall have a detailed cost break down.

10. Proposal currencies

All prices shall be quoted in MKD for local companies (VAT presented separately) or in EUR for foreign companies.

11. Period of validity of proposals

Proposals shall remain valid for hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

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

The copy of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract.

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be addressed to:

UNDP
Ref. RFP 35/2009 – “Prespa Lake Watershed Management Plan”
Do not open before 06.07. 2009 at 10 a.m.
8ma Udarna brigada 2,
Skopje, FYR Macedonia

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

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause Sealing and marking of Proposals no later than 06th July 2009, 10am local time.

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. An Offeror’s response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. A proposal shall be considered non-responsive and rejected, if it fails to substantially satisfy the specifications, SOW or TOR, or it fails to achieve a minimum technical score as specified in the RFP.

The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals, and the price has allocated 300 points. The offer with the lowest price will receive the total 300 points. Other offers with higher prices will receive their respective scores according the following formula:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times 300$$

The company will be awarded with the highest aggregate score based on technical and financial proposal.
 The remaining financial proposals of Offerors whose technical proposals are deemed unacceptable shall be remain unopened and returned to the Bidders.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	25%	175					
2.	Proposed Work Plan and Approach	35%	245					
3.	Personnel	40%	280					
Total			700					

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

- Form 1: Expertise of Firm / Organisation Submitting Proposal
- Form 2: Proposed Work Plan and Approach
- Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Relevance of: Company's extensive experience in developing and managing complex projects in the field of environment, water resources/watershed management and sustainable development	120					
1.2	- Experience on Similar Programme / Projects track record of minimum 5 projects of comparable size and complexity with the watershed management plan for Prespa	55					
		175					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	20					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	Are the different components of the project	15					

	adequately weighted relative to one another?						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	45					
2.5	Is the conceptual framework adopted appropriate for the task?	20					
2.6	Is the scope of task well defined and does it correspond to the TOR?	80					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	45					
		245					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Team Leader		60					
		Sub-Score						
	General Qualifications	60						
	Suitability for the Project							
	- Years of professional experience in similar assignments (development and management of complex environmental/sustainable development projects) – minimum 8 years required	20						
	- Knowledge and experience in water resources planning, watershed management	20						
	- Educational background (Environment, Civil Engineering, Natural Sciences, or similar). Advanced degree in relevant area will be considered a strong asset (for e.g. water resources systems, watershed management, hydrology, water quality management and etc.)	10						
	- Knowledge on international water management best practices.	10						
		60						
	KEY AREAS OF EXPERTISE							
3.2	Watershed Management / Integrated River Basin Management		30					
		Sub-Score						
	General Qualifications	30						
	Suitability for the Project							

	- Educational background (Environment, Water Resources Management, Watershed management...)	5							
	- Previous 5 years of international experience in projects related to preparation and/or implementation of integrated river basin management plans	15							
	- Understanding of the EU Water Framework Directive and other complementary EU legislation	10							
			30						
3.3	Water Quality Monitoring and Management			30					
			Sub-Score						
	General Qualifications		30						
	Suitability for the Project								
	- Expertise in water quality monitoring and management including: physico-chemical aspects, aquatic flora (phytoplankton, phytobenthos, macrophyte vegetation), benthic invertebrates and fish	10							
	- Educational background (biology, ecology, aquatic ecosystems or similar);	5							
	- Previous experience in projects on Prespa Lake	5							
	- Understanding on the requirements and previous experience in WFD	10							
			30						
3.4	Hydrology, Hydrogeology and Hydraulic Engineering			30					
			Sub-Score						
	General Qualifications		30						
	Suitability for the Project								
	- Educational background (university degree in civil engineering – hydrology, hydraulics, hydro-geology); advanced degree is considered an asset	5							
	- Extensive previous experience in preparation of hydrological/water balance studies	15							

	- Previous experience in projects on Prespa Lake	10							
			30						
3.5	Irrigation			25					
			Sub-Score						
	General Qualifications		25						
	Suitability for the Project								
	- Educational background university degree in agriculture or civil engineering); Advanced degree is considered a strong asset	5							
	- Experience in development/design of irrigation projects	10							
	- Previous experience in projects on Prespa Lake	10							
			25						
3.6	Land-use			25					
			Sub-Score						
	General Qualifications		25						
	Suitability for the Project								
	- Educational background (university degree in agriculture, forestry, land-use, soil science and similar); Advance degree is considered an asset	5							
	- Experience in land-use planning, environmental aspects of land-use	10							
	- Previous experience in projects on Prespa Lake	10							
			25						
3.7	Environmental Management			20					
			Sub-Score						
	General Qualifications		20						
	Suitability for the Project								
	- Understanding of the country's relevant legislation (water, environment, nature protection)	10							
	- Knowledge of existing relevant procedures, primarily Strategic Environmental Assessment (SEA)	10							
			15						
3.8	Economics			20					
			Sub-Score						

	General Qualifications		20						
	Suitability for the Project								
	- Educational background (university degree in economics)	5							
	- Experience in preparing costs estimates for investment projects (particular advantage is experience in water development projects)	15							
			20						
3.9	Database and GIS			20					
			Sub-Score						
	General Qualifications		20						
	Suitability for the Project								
	Experience in the field of Database management and GIS	15							
	Relevant experience in water and/or other environmental projects	5							
			20						
3.10	Institutional Development			20					
			Sub-Score						
	General Qualifications		20						
	Suitability for the Project								
	- Educational background (economics, management, engineering...)	5							
	- Experience in capacity assessment and development of capacity building programs	10							
	- Knowledge of the relevant environmental legislation in the country	5							
			20						
			280						

F. Award of Contract

22. Award criteria, award of contract

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

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

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

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP up/down to 20% without any change in price or other terms and conditions.

24. Signing of the contract

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

Annex II

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the

Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the

execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

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

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

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

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

19 CHILD LABOUR

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

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

MINES

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

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

OBSERVANCE OF THE LAW

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

AUTHORITY TO MODIFY

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

an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Ref. RFP 35/09 - Terms of Reference

Prespa Lake Watershed Management Plan

Background

The transboundary Prespa Lake basin, situated in the Balkan Peninsula, is considered to be an ecosystem of global significance and has been identified as one of Europe's major trans-boundary "ecological bricks". The entire Prespa Region hosts unique habitats and species that are important from both European and global conservation perspective.

However, unsustainable agricultural, fisheries, water and forest management practices are causing stresses on the ecosystem health of the Prespa Basin. There is limited knowledge on environmental protection/conservation issues among the decision makers and the general population, and lack of streamlined information available for the interested parties.

The aim of the ongoing GEF Prespa transboundary project, is to mainstream ecosystem management objectives and priorities into productive sector practices and policies. The project is designed to strengthen capacity for restoring ecosystem health and conserving biodiversity at the local, national and trans-boundary level in the three neighbouring states in the Prespa region by piloting ecosystem-oriented approaches to main productive sector practices within the basin including land-use/spatial planning, water management, agriculture, forest and fishery management, and conservation and protected area management.

Since one of the key outcomes of the GEF project is establishing integrated land and water management basis for maintaining and restoring ecosystem health in the Prespa Lake basin, it has been recognized that the development of an 'ecosystem oriented' watershed management plan for the lake's basin provides excellent opportunity for doing so. Three of the Prespa Basin's four perennial streams are located in MK-Prespa. Three quarters of the Prespa Basin's population lives in MK-Prespa and more than 75% of the agricultural land is located in MK-Prespa. Clearly, effective, ecosystem-friendly water management in MK-Prespa is central to maintaining the ecosystem health of the entire transboundary Prespa Basin. Therefore, the Ministry of Environment and Physical Planning (MoEPP), supported by the UNDP/GEF Prespa project is striving to develop a watershed management plan for the Macedonian part of the basin, which will also consider water and land-use management aspects in the other two co-basin states.

The recently adopted Law on Waters prescribes the main provisions for management of the waters on the country level. The first phase of implementation of the Law which commenced with the entry into force of Chapter III on planning and Chapter XI on organisational / institutional set-up will transfer responsibility for water resources management from the Ministry of Agriculture, Forestry and Water Economy to the Ministry of Environment and Physical Planning, with full responsibility to be transferred by February 2010. Under this phase, the National Water Council will be established and will have responsibility for adopting the National Water Strategy. Adoption of the National Water Strategy will pave the way for subsequent preparation of the Water Master Plan, which is due to be adopted within four years of entry into force of the Law. In addition, four River Basin Management Districts (RBMDs) have been identified, which will be administered by three River Basin Management Bodies (RBMBs). RBMBs must be established within four years of the adoption of the Water Law and each RBMB will prepare a River Basin Management Plan, which must be finalised within six years of the adoption of the Law on Waters.

The law also provides possibilities, where appropriate and deemed necessary, to prepare sub-basin management plans. Prespa Lake Basin is actually a sub-basin of the larger Crni Drim River basin, meaning that the watershed management plan for Prespa will be duly incorporated into the Crni Drim River basin management plan, as soon as the later one is developed by the state. Being the first watershed management plan under the new Law on Water, the plan for the Prespa Lake sub-basin has the potential to serve as a model

plan which will establish the basic principles and guidelines for preparation of other watershed management plans in accordance to the IRBM across the country. Therefore, the watershed management plan for the MK Prespa Lakes watershed has to be in line with the principles of Integrated River Basin Management (IRBM).

As regards transboundary cooperation, new Water Law (Official Gazette of RM No. 87/08, Articles 9-11 and 70) commits the country to cooperate with co-basin states in respect of transboundary waters. Therefore, the watershed management plan will also have to consider the transboundary aspects of water management. For this purpose, efforts for establishing adequate cooperation using the existing transboundary communication mechanisms will have to be made. The Prespa Water Management Working Group (PMMWG) which will be established to operate under the auspices of the existing trilateral Prespa Park Coordination Committee (PPCC) can serve as a forum for communication with the relevant transboundary partners.

The preparation of the plan will be conducted in parallel to the efforts for developing watershed management capacity by establishing and operationalizing the Prespa Watershed Management Council (WMC). The WMC will be established and chaired by MoEPP and will be comprised (provisionally) of representatives of the main sectors governing and/or influencing water quantity and quality within the basin including MoEPP, Municipality of Resen, Forest Enterprise, Ministry of Agriculture, Forestry and Water Economy, Farmers Association for Resen, NGO representative, Protected Area Manager(s), Fishermen's Association for MK-Prespa, Public Water Management Authority-Resen, Ministry of Transport and Communications, and Ministry of Foreign Affairs. The WMC will be designed to be an innovative mechanism facilitating the integration of the ecosystem management priorities into emerging watershed management practice. The experts of the consulting team responsible for preparation of the watershed management plan will work with WMC to develop best practices for preparation and implementation of watershed management at the appropriate local scale. The WMC will play the role of a stakeholder forum during the preparation of the watershed management plan and in later stages as a cross-sectoral body responsible for overseeing the implementation of the plan.

The process of preparation of the watershed management plan will comprise of the following basic steps: (a) Identification of main surface and groundwater bodies and their status; (b) Assessment of anthropogenic impacts to surface and groundwater bodies; (c) Establishment of environmental objectives for main surface and groundwater bodies as well as protected areas; (d) Overview of economic analysis of water use; (e) Establishment of program of measures for achievement of environmental objectives (f) Public information and consultation measures.

The work described in the TOR should be to a largest extent possible based on analysis of existing data, although in order to be able to finalize some of the activities, particularly a) and c), supplementary analysis of the main water quality parameters required for establishing the environmental status of the determined water bodies within the basin should be conducted. It is anticipated the acquired supplementary data to be restricted only to the minimum level which besides the environmental status will enable establishing the environmental objectives and prescribing the program of measures for each of the defined water bodies.

The plan needs to consider all available relevant documents for the Prespa basin including the KfW funded hydrological study for the Prespa basin, EU FP6 TRABOREMA project and needs to be coordinated with the ongoing NATO-supported trans-boundary project, which is attempting to monitor and quantify water resources in the Prespa Basin. Also the watershed management plan should be coordinated with the newly prepared spatial plan for the Ohrid – Prespa region, as well as various studies and other documentation being developed under the ongoing GEF Prespa and other relevant projects.

NOTE: The list of relevant documentation to be reviewed for the purposes of developing the watershed management plan is presented in Annex I of this TOR.

These Terms of Reference set out the scope of work and the specific activities required for preparation of the MK-Prespa Watershed Management Plan in accordance to the provisions of the newly adopted Law on Waters and the IRBM principles.

Scope of Work

The main objective of the assignment is to develop a Watershed Management Plan for the Macedonian part of the Prespa Basin. The Plan is expected to provide basis for identification of the main surface and groundwater bodies in the basin, assessment of the major anthropogenic impacts and their influence on the status of the water bodies, as well as establishing the environmental objectives. The Plan will also include an economic

analysis of the water use in the region and based on the findings from the assessments will establish a program of measures for achievement of the established environmental objectives.

The process of developing the watershed management plan will pursue in-depth and multi-faceted consultations with the key affected stakeholders including the local communities. The whole Plan preparation process will be subject to a Strategic Environment Assessment (SEA) procedure as provided in the pertaining national legislation. The Plan will establish program of measures for achieving the defined environmental objectives for the period of 6 years.

The Plan should conform to the existing international standards regarding ecosystem-friendly watershed management.

The Plan preparation process will also be complemented by formulation of a simple and user-friendly watershed planning manual which is intended to be used by watershed management practitioners, planners and authorities in the country as well as regionally.

Duties and Responsibilities

The development of the Watershed Management Plan is divided in five Phases and shall include the following tasks:

Phase I: Data Collection and Analysis of Existing Conditions

(1) Data collection based on review of existing (historical) data and field visits. The data and information to be collected refer but are not limited to:

- Socio-economic conditions (administrative division, population, industry, etc.)
- Socio-economic and other development plans and policies
- Natural conditions (topography, geology, hydrogeology, meteorology, hydrology, environment, land-use, etc.)
- Meteorological, hydrological and biological monitoring system
- Topographical conditions (topographical maps, hydro-geological maps, satellite images)
- Present water use conditions, facilities and problems/issues
 - by sector: agriculture (irrigation), domestic water, industrial water, etc.
 - by water resources: rainwater, surface water (lakes, dam reservoirs, etc.), groundwater, traditional waterways, treated/untreated wastewater
- Agriculture: farm production, cropping patterns, use of agrochemicals (pesticides, fertilizers...), farmer's associations, water-user associations, irrigation systems, etc.
- Urban/rural water supply/sewage services: facilities, water supply volumes, organization of the service, operation and maintenance, financial conditions, etc.
- Conditions of water related hazards – flood and sediment disasters (erosion and torrents, location, water and sediment discharge, damages, casualties, causes, warning system, etc.)
- Existing water control structures used in the basin, along with assessment of their current working condition
- Map of all relevant stakeholders involved in developing and managing the water sector in the basin, including their roles, responsibilities, expectations, etc.

Collected data shall be combined with a GIS spatial analysis, to develop a series of different maps (in accordance to the existing legislation international models/guidelines – for e.g. INSPIRE directive)

(2) Analysis of existing conditions, including but not limited to:

2.1. Hydrological aspects

- Satellite image analysis of current land-use (e.g. according to the Corrine classification), surface water, groundwater, etc.
- Rainfall analysis
- Runoff analysis (including surface and subsurface flow)
- Flow analysis
- Groundwater analysis

- Hydrological cycle analysis (rainfall, evapotranspiration, surface flow, subsurface flow, groundwater)
- Climate change analysis (Climate change scenarios for the country)
- Crop water requirement and Irrigation water requirement
- Flow simulation inside catchments and sub-catchments using hydraulic models with spatial discretization of catchments under stationary and non-stationary flow conditions;

2.2. Water quality aspects

- Categorization and delineation of the main surface and groundwater bodies
- Identification of eco-regions and surface water body types in the basin
- Identification of reference conditions for the surface water body types
- Estimation of point source pollution, including identification of priority substances¹
- Estimation of diffuse source pollution including land use
- Estimation of pressures on the quantitative status of water including abstraction
- Assessment of the location of protected areas
- Assessment of the protected areas monitoring system
- Determination of ecological and chemical status of the identified surface water bodies
- Determination of chemical and quantitative status of the identified groundwater bodies²
- Establishment of environmental objectives for surface water bodies within the watershed
- Establishment of environmental objectives for groundwater bodies within the watershed
- Establishment of environmental objectives for protected areas within the watershed
- Assessment of the water management bodies within the watershed

¹NOTE: Analysis of priority substances to be limited only to those listed in Annex IV of the TOR

²NOTE: The analysis of the quantitative status of the groundwater shall only be based on review of existing information from relevant institutions (for e.g. Hydro-meteorological Institute), and existing relevant studies, i.e. no field investigations are planned in the scope of this TOR. However, the understanding of the groundwater quality aspects (chemical status) shall be based on existing data, but also supplemented with additional basic analyses as provided in Annex II of the TOR and the relevant chapters of the WFD.

Phase II: Identification of the major watershed management issues which includes:

(1) Assessment of general description of the Prespa Watershed

- Surface waters
 - Delineation and mapping of the location and boundaries of water bodies (rivers, lakes, reservoirs, artificial bodies, etc.) and categorization of their status
 - Mapping eco-regions and surface water body types within the basin
 - Defining reference conditions for the surface water body types (identification of reference sites and characteristics for each identified water body in the basin)
- Groundwater
 - Delineation and mapping of the location and boundaries of ground water bodies (description of geology and characteristics of aquifers, table of main aquifers and their extent, yield and use): please mind the ²NOTE above on required analyses of groundwater

(2) Assessment of anthropogenic impacts to the status of surface and ground water bodies in the Basin

- Estimation of point source pollution, including identification of priority substances (please mind the ¹NOTE above on the analysis of priority substances)
 - Description of main types of point source pollution, identification of priority substances, identification of individual point source pollution and variability and risk to downstream users
 - Volume of pollutant's discharge, separate tables for wastewater, mining, contaminated land, agriculture, aquaculture, etc.
- Estimation of diffuse source pollution, including land use
 - Description of agriculture in the basin and level of agrochemicals use, urban runoff including tables of land use and urban areas
- Estimation of pressures on the quantitative status of water including abstraction
 - Water balance of the lake's basin including natural flow, abstractions (potable water, use of ground water, irrigation), discharges and inter-basin transfers

- Tables and maps of main sources of water and abstraction
- Analysis of other impact of human activity on the water status

(3) Location of protected areas

- Identification and mapping of protected areas designated for abstraction of water intended for human consumption
- Areas designated for the protection of economically significant aquatic species
- Bodies of water designated as recreational waters, including areas designated as bathing waters
- Nitrate sensitive areas as well as water bodies sensitive to urban wastewaters
- Areas designated for the protection of habitats or species where the maintenance or improvement of the status of water is an important factor in their protection (including NATURA 2000 sites or other available ecological networks)

(4) Mapping existing monitoring networks as well as results of monitoring activities

- Surface water (ecological and chemical)
 - Description of monitoring networks, table of monitoring sites, parameters, frequency of monitoring
 - Maps for ecological, chemical and meteorological monitoring
- Ground water (chemical and quantitative)
 - Description of monitoring sites including observation wells, quality sampling, identification of temporal variations in values both in long and short term
- Protected areas
 - Description of any special monitoring (ecological or chemical) done for protected areas

(5) Assessment and establishment of environmental objectives

- Impacts
 - Identification of the significant pressures and the impact of anthropogenic activity on the status of surface and ground waters, including point source pollution, diffuse pollution and related land use, the quantitative status of water including abstractions and an analysis of other impacts of human activity on water status by using adequate methodologies (for e.g. DPSIR methodology: Driver – Pressure – State – Impact – Responses).
- Surface waters
 - Differentiation of the water bodies within the basin according to ecological and chemical status and establishment of achievable environmental objectives
- Groundwater
 - Differentiation of the water bodies within the basin according to ecological and chemical status and establishment of achievable environmental objectives
- Protected areas
 - Differentiation of the water bodies within the basin according to ecological and chemical status and establishment of achievable environmental objectives; identification of areas for further protection

(6) Overview of the economic analysis of water use

- Abstraction for use as potable water-volumes and revenue
 - Description of abstraction for municipal and industrial use, volume of abstraction, charges for abstraction, estimates of revenue, location of centres of population and abstraction points
- Abstraction for use as groundwater-volumes and revenue
 - Description of abstraction for municipal and industrial use, volume of abstraction, charges for abstraction, estimates of revenue, location of centres of population and abstraction points
- Abstraction for use as irrigation-volumes and revenue
 - Description of volumes of irrigation and types of crop irrigated, estimates of revenues, tables of volume abstraction, location of main irrigation maps
- Discharge to water bodies-volume and revenues
 - Municipal and industrial discharge, charges for discharge, estimates of revenue,
- Water management organizations-budget

- Description of organizations involved in water management, annual budget, sources of revenue

Phase III: Development of programme of measures

(1) Program of measures for achieving environmental objectives

- Measures to be adopted to apply the principle of recovery of the costs of water use
 - Description of major works planned to achieve good ecological status and description of changes necessary to achieve full costs recovery and remedial and maintenance measures
- Measures to be adopted to meet requirements of water used for abstraction of drinking water
 - Specific works necessary to improve reliability and quality of drinking water
- Measures to be adopted on the controls of abstraction and impoundment of water
 - Specific regulatory measures necessary to ensure that all abstractions and impoundments are licensed-cost recovery
- Measures and controls to be adopted for point source discharges and other activities with an impact on the status of water
 - Specific regulatory measures necessary to ensure that all discharges are licensed and, where appropriate, contribute to cost recovery
- Identification of the cases where direct discharges to groundwater have been authorized
- Measures to be adopted to prevent or reduce the impact of accident pollution incidents
 - Description of measures such as buffer reservoirs to prevent accidental pollution of water bodies
- Measures to be adopted to reduce the priority substances
 - Description of measures necessary to eliminate the discharge of priority substance
- Measures to be adopted for bodies of water unlikely to achieve good quality status
 - Descriptions of measures to be taken to improve heavily modified water bodies
- Measures to be adopted on agricultural production to minimize irrigation water use and minimize pollution by agrochemicals
 - Descriptions of measures to be taken to establish sustainable agricultural and irrigation practices
- Details of the supplementary measures identified as necessary in order to meet water quality environmental objectives
 - Description of any work necessary to meet specific environmental objectives, for example returning a river canalised for flood protection to a natural state
- Register of further detailed plans and programs for the Prespa Lakes basin dealing with particular water issues
 - Description of other necessary works

(2) Other relevant analyses and assessments

- Overview of the possible changes in the Prespa Lakes watershed as a result of the achievement of the environmental objectives
- Analysis of the main economic sectors (fisheries, forestry, energy, agriculture, etc.) which can be affected with the implementation of the proposed programme of measures
- Preliminary assessment of the costs for achieving the proposed environmental objectives.
- Analysis of the activities as well as economic sectors affecting the water bodies in the watershed.

Phase IV: Formulation of a Draft Watershed Management Plan

After reviewing and assessing the data and information collected regarding the major watershed management issues, comments provided by the relevant stakeholders the expert team will formulate the draft watershed management plan.

Several alternative approaches for implementation of the measures and targets shall be presented in a manner adequate for the key affected stakeholders to understand the important decisions which shall be enforced as well as advantages and disadvantages of the alternatives.

While drafting the watershed management plan, the consulting team shall consider the following aspects:

- Alternative approaches shall include indicators for assessment of the environmental objectives, degree of feasibility/reliability of achieving the environmental objectives

- Cost efficiency balance analysis, sustainability and steadiness of the proposed measures including the principle “polluter pays”
- Elaboration of the effects to be gained by achieving the environmental objectives in sufficient detail and simplicity for the key stakeholders to be able to make informed decisions regarding the adoption of the proposed measures and activities.
- Assessment of the costs and efficiency of each alternative separately
- Report on the Strategic Environmental Assessment of the planned document
- Report on the economic, social and environmental benefit expected from implementation of each alternative approach

Phase V: Final Watershed Management Plan

The Draft Watershed Management Plan for the Basin, as a result of activities within Phases I through IV, will be presented to and discussed with all relevant stakeholders. Based on the comments, suggestions and recommendations provided by the stakeholders, the consultant will prepare and submit the Final Watershed Management Plan for the Macedonian Part of the Prespa Basin.

The final watershed management plan will include one alternative approach for achieving the environmental quality objectives including elaboration of the defined objectives as well as the program of measures for their achievement.

The tentative content of the watershed management plan is presented in Annex III of the TOR.

Public information and consultation process

- Description of the public consultation and information process/measures, particularly the information provided to the public and stakeholders and changes to plan as a result of feedback.
 - a) Provide list of competent authorities including name and address, geographical coverage of the basin, legal status of the competent authority, responsibilities, membership, international relationship...
 - b) Provide contact points and procedures for obtaining background documentation and information

NOTE: Given that the overall plan preparation process shall also follow an SEA procedure, as requested by the existing regulations, it is anticipated that the public consultations required for the plan preparation will be synchronized and carried out in parallel to the public consultations required for the SEA, in order to save time and optimise use of resources. For the purposes of conducting the SEA procedure, the consulting team has to involve a licensed SEA expert (please see Qualification Requirements section).

Workshops and Reporting Requirements

Minimum 4 stakeholder workshops are planned to be organized as part of the overall Prespa Watershed Management Plan development process. The actual number and distribution of workshops will depend on the team's proposed approach (to be proposed by the expert team as part of the methodology). In addition, the expert team is expected to establish and maintain close cooperation with all relevant stakeholders at various levels in order to ensure their adequate participation in the plan preparation process.

During the plan preparation process, the expert team will submit quarterly progress reports in English language. In addition, other reports may be suggested by the company depending on the proposed methodology and approach and in accordance with the proposed deliverables/milestones of the process. Also, other reports highlighting certain important issues may be requested by the project management at various stages of work.

Main Outputs

1. Watershed Management Plan for MK-Prespa (the provisional content of the watershed management plan is presented in Annex III). The plan will be prepared in both English and Macedonian language.
2. Manual on Watershed Planning (simple, user-friendly watershed planning manual prepared in both English and Macedonian which can be used by watershed management practitioners and decision-makers, but also as a helpful planning tool to be used for the needs of preparation and implementation of other watershed/river basing management plans across the country and in the wider region. The expected size of the manual is approximately 40 pages).

Qualification Requirements

The company will have extensive experience in developing and managing complex projects in the field of environment, water resources/watershed management and sustainable development. It will have a track record of minimum 5 projects of comparable size and complexity with the watershed management plan for Prespa (list of projects to be submitted and a contact details for reference check-please indicate the e-mail addresses or fax numbers for contact persons).

The scope of work requires a multidisciplinary team of skilled professionals with previous experience in similar environmental/water resources/watershed management projects. Team members will possess excellent relevant technical and language skills in order to successfully implement the assignment.

The Team Leader shall have at least 8 years of professional experience in similar assignments (development and management of complex environmental/sustainable development projects). S/he will have sound knowledge and experience in water resources planning, watershed management and etc. S/he will have relevant university degree (Environment, Civil Engineering, Natural Sciences, or similar). Advanced degree in relevant area will be considered a strong asset (for e.g. water resources systems, watershed management, hydrology, water quality management and etc.). The Team Leader shall have knowledge on international water management best practices.

The team of experts shall be able to respond to the requirements of the following mandatory areas of expertise (NOTE: there is no limitation on the number of experts per area of expertise. Please clearly indicate the name of experts and the area of expertise they will cover in your proposal submission

	Team members and/or areas of expertise	Qualification requirements
1.	Watershed management / Integrated River Basin Management ¹	<ul style="list-style-type: none"> o Relevant educational background (Environment, Water Resources Management, Watershed management...); o Previous 5 years of international experience in projects related to preparation and/or implementation of integrated river basin management plans o Extensive understanding of the EU Water Framework Directive and other complementary EU legislation
2.	Water Quality Monitoring and Management ²	<ul style="list-style-type: none"> o Expertise in water quality monitoring and management including: physico-chemical aspects, aquatic flora (phytoplankton, phytobenthos, macrophyte vegetation), benthic invertebrates and fish o Relevant educational background (biology, ecology, aquatic ecosystems or similar); Advanced degree considered a strong asset o Understanding of the ecosystem principles of water management o Previous experience in projects on Prespa Lake is considered a strong asset. o Understanding on the requirements and previous experience in WFD is considered a strong asset
3.	Hydrology, Hydrogeology and Hydraulic Engineering	<ul style="list-style-type: none"> o Relevant educational background (university degree in civil engineering – hydrology, hydraulics, hydro-geology); advanced degree is considered an asset o Extensive previous experience in preparation of hydrological/water balance studies o Previous experience in projects on Prespa Lake is considered a strong asset.

4.	Irrigation	<ul style="list-style-type: none"> o Relevant educational background (university degree in agriculture or civil engineering); Advanced degree is considered a strong asset o Experience in development/design of irrigation projects o Good understanding of environmental aspects of irrigation and drainage o Previous experience in projects on Prespa Lake is considered a strong asset.
5.	Land-use	<ul style="list-style-type: none"> o Relevant educational background (university degree in agriculture, forestry, land-use, soil science and similar); Advance degree is considered an asset o Experience in land-use planning, environmental aspects of land-use o Previous experience in projects on Prespa Lake is considered a strong asset.
6.	Environmental Management ³	<ul style="list-style-type: none"> o In-depth understanding of the country's relevant legislation (water, environment, nature protection) o Knowledge of existing relevant procedures, primarily Strategic Environmental Assessment (SEA)
7.	Economics	<ul style="list-style-type: none"> o University degree in Economics o Experience in preparing costs estimates for investment projects (particular advantage is experience in water development projects)
8.	Database and GIS specialist	<ul style="list-style-type: none"> o Sound experience in the field of Database management and GIS o Previous experience in water and/or other environmental projects will be considered an asset
9.	Institutional development	<ul style="list-style-type: none"> o Relevant educational background (economics, management, engineering or similar) o Experience in capacity assessment and development of capacity building programs o Extensive knowledge of the relevant environmental legislation in the country

¹ Considering the country's limited practical experience in preparation of watershed management plans in accordance to the IRBM principles and the WFD Directive, it is expected that the project team will include at least one expert with extensive or at least 5 years of international experience and relevant qualifications. Although there is not a limit on the number of consultants with international experience, still it is expected the majority of services to be lead and completed by the national consultants, while the expert(s) with international experience will provide support in defining the methodology and approach, guidance, sharing international experience on watershed management planning and quality control of the generated products (interim reports and the draft water management plan).

² Given the complexity of the water quality related issues to be incorporated in the watershed management plan, it is expected this input to be shared by experts with complementary expertise. The team will involve experts able to cover the following relevant aspects as defined in the legislation: physico-chemical aspects, aquatic flora (phytoplankton, phytobenthos, and macrophyte vegetation), benthic invertebrates, and fish.

³ This expert will have the primary responsibility of taking on the leading role for conducting the SEA process, but also in ensuring compliance of the plan preparation process and products with the pertaining national legislation.

Other staff and resources

The company will ensure that all other necessary staff and additional technical resources required for efficient finalization of the work will be provided (for e.g. logistical support for organizing various public events, meetings, workshops, conducting field work, sampling and etc.).

Terms and Conditions

- Language

The progress and other short reports will be submitted in English language only. The draft and final watershed management plan, as well as the watershed planning manual will be submitted in both English and Macedonian.

All other thematic reports prepared by various experts, can be submitted either in English or in Macedonian language depending on the preferences of the company. The English versions of documents shall be subject to proofreading by qualified translators, while the quality of the final version is subject to UNDP approval.

- Legal requirements

The content of the Plan and the plan preparation process will have to conform to the pertaining relevant legislation in the country and the international best practices and models. The plan preparation process will be also carried out in accordance to the SEA requirements

- Sources of data

The data on the hydrological, meteorological, water quality and other relevant aspects of the Prespa watershed should be obtained by the consulting team from the official sources (for e.g. Hydro-meteorological Institute, Hydro-biological Institute, Public Health Institute, Faculty of Natural Sciences, and etc.), and the existing available studies. The Contractor has the ultimate responsibility for collecting the required data and other documentation which cannot be made available by the project (see Annex I). The project can only facilitate in establishing communication with the relevant institutions.

- Review and quality assurance

Review of the study may be carried out by an independent expert or expert team. Relevant comments and suggestions made by the reviewer will have to be integrated in the final version of the study.

- Duration of the assignment

Maximum available time for development of the Plan is 18 months upon signing of contract

- Methodology

The interested bidders need to develop a methodology describing all the steps which will lead toward successful preparation of the plan. The methodology will be subject to detailed evaluation and together with the experts' qualifications and financial proposal will have the key role in the selection process and the award of contract.

- Additional costs

The company should calculate the possible costs for acquiring various maps, layouts and other relevant documents or information required for successful preparation of the watershed management plan. UNDP will not accept any additional expenses which aren't included in the company's financial offer.

- Reporting requirements

The expert team will report to UNDP through the National Project Manager. In addition, if required, the expert team will be providing regular information on the progress to the Ministry of Environment and Physical Planning, Watershed Management Council, and other relevant stakeholder.

- Submission of data, reports and other material produced

All primary data, reports, and other documentation produced during this assignment shall be made available to UNDP in electronic format on CDs.

- Capacity building of the Watershed Management Council

The consulting team will have the responsibility to work closely with the WMC in providing advice and recommendations on issues related to participatory preparation of watershed management plans and best international (preferably European) practices in implementation of watershed management plans.

- Cooperation requirements

The consulting team is expected to work closely with other experts and expert teams working on other relevant assignments for the GEF Prespa project.

- Consultations process

The responsibility for carrying out the consultation process, including the organization of workshops and meetings for the purposes of plan preparation will be primarily responsibility of the consulting team. This work

would entail: preparation of working material and agenda, distributing invitations, ensuring adequate participation, preparation of minutes and etc.

NOTE: while the overall responsibility for organizing the events, meetings and etc. rests within the company, all the associated costs (for e.g. travel of participants, printing, renting venues for the events, refreshment and similar) will be covered by the project.

- Payment schedule

The payment will be process in installments based on the milestones defined in the contract signed with UNDP and in accordance to the company's proposed methodology and approach

Annex I

The analysis of existing and planned relevant documentation should be focused, but not limited to:

Number	Documentation to be reviewed	Status	Availability
1.	Water Master Plan of Macedonia	Finalized	N
2.	Spatial plan of Macedonia	Finalized	N
3.	Spatial Plan for the Ohrid-Prespa region (and contributing reports, studies and etc.)	Finalized	N
4.	Study on development of transboundary monitoring system	Under preparation	Y
5.	Transboundary Diagnostic Analysis for the transboundary Prespa region	Under preparation	Y
6.	Strategic Action Programme for the transboundary Prespa region	Under preparation	Y
7.	Hydrology report and other relevant technical documentation produced under the UNDP Project "Restoration of Golema Reka"	Finalized	Y
8.	KfW Hydrological Study	Finalized	Y
9.	TRABOREMA project (EU FP6)	Finalized	N
10.	Hydro-potential map of Macedonia	Finalized	N
11.	Hydro-geological map of Macedonia	Finalized	N
12.	CARDS project: Improvement of Management of trans-boundary water resources. Project No: 03/MAC01/10/104	Finalized	Y
13.	Sustainable management of the international waters-Prespa Lake. NATO Science for Peace Programme Project Number: SFP 981116	Under preparation	N
14.	Fisheries Management Plan for Prespa Lake (prepared by Hydro-biological Institute, Ohrid)	Finalized	Y
15.	Strategy and Action Plan for Local Economic Development of Municipality of Resen	Finalized	Y
16.	Transboundary Species and Habitats Conservation Action Plan	Under preparation	Y
17.	List of monitoring data MoEPP sends to EU	Ongoing process	N
18.	Land use map of Prespa (MoEPP)	Finalized	N
19.	Cadastre of Polluters	Finalized	N
20.	GIS base for Prespa (MoEPP)	Finalized	N
21.	Hydrological, meteorological and water quality data from relevant institutions (HMI, HBI, PHI...)	Ongoing process	N
22.	First and Second National Communication on Climate Change (plus other relevant material on Climate Change) – UNDP	Finalized	Y

Y – to be made available by the project management unit

N – to be obtained by the expert team

Annex II

Quality parameters for classification of the ecological status of the defined water bodies:

I Rivers

Biological elements

- Composition and abundance of aquatic flora
- Composition and abundance of benthic invertebrate fauna
- Composition and abundance and age structure of fish fauna

Hydro-morphological elements supporting the biological elements

- Hydrological regime
- Quality and dynamics of water flow
- Connection to ground waters
- River continuity
- Morphological conditions
- River depth and width variation
- Structure and substrate of river bed
- Structure of the riparian zone

Chemical and physico-chemical elements supporting the biological elements

- General
- Thermal conditions
- Oxygen conditions
- Salinity
- Acidification status
- Nutrient conditions

Specific pollutants

- Pollutants by all priority substances identified as being discharged into the body of water
- Pollution by other substances identified as being discharged in significant quantities into the body of water

II Lakes

Biological elements

- Composition, abundance and biomass of phytoplankton
- Composition and abundance of other aquatic flora
- Composition and abundance of benthic invertebrate fauna
- Composition, abundance and age structure of fish fauna

Hydro-morphological elements supporting the biological elements

- Hydrological regime
- Quality and dynamics of water flow
- Connection to ground waters
- Residence time
- Morphological conditions
- Lake depth variation
- Quantity, structure and substrate of the lake bed
- Structure of the lake shore

Chemical and physico-chemical elements supporting the biological elements

- General
- Transparency
- Thermal conditions
- Oxygen saturation
- Salinity
- Acidification status
- Nutrient conditions

Specific pollutants

- Pollutants by all priority substances identified as being discharged into the body of water (given the budgetary constraints as well as the unavailability of capacities at country level for certain priority substances defined in the WFD, it is not required these analyses to be performed for the needs of Plans preparation)
- Pollution by other substances identified as being discharged in significant quantities into the body of water

III Ground water

Parameters for the classification of quantitative status

- Ground water level regime

Parameters for the determination of groundwater chemical status

- Conductivity
- Concentration of pollutants

NOTE: substances for which can be explained that are not present in the basin, can be excluded for the list of monitoring parameters.

Annex III

The tentative content of the watershed management plan will comprise of the following:

(1) General description of the Prespa Watershed

- Surface waters
 - Mapping of the location and boundaries of water bodies (categorization of the status and description of the main water bodies in the basin including: rivers, lakes, reservoirs, artificial bodies, etc.)
 - Mapping eco-regions and surface water body types within the basin
 - Identification of reference conditions for the surface water body types (identification of referent sites and its characteristics for each identified water body in the basin)
- Groundwater
 - Mapping of the location and boundaries of ground water bodies (description of geology and characteristics of aquifers, table of main aquifers and their extent, yield and use)

(2) Anthropogenic impacts to the status of surface and ground water bodies in the Basin

- Estimation of point source pollution, including identification of priority substances
 - description of main types of point source pollution, identification of priority substances, identification of individual point source pollution and variability and risk to user downstream
 - Volume of pollutant's discharge, separate tables for waste water, mining, contaminated land, agriculture, aquaculture, etc.
- Estimation of diffuse source pollution, including land use
 - Description of agriculture in the basin and level of fertilize use, urban runoff including tables of land use and urban areas
- Estimation of pressures on the quantitative status of water including abstraction
 - Water balance of the lakes basin including natural flow, abstractions, discharges and inter-basin transfer
 - Tables and maps of main sources of water and abstraction
 - Analysis of other impact of human activity on the water status

(3) Location of protected areas

- Identification and mapping of protected areas designated for abstraction of water intended for human consumption
- Areas designated for the protection of economically significant aquatic species
- Bodies of water designated as recreational waters, including areas designated as bathing waters
- nitrate sensitive areas as well as water bodies sensitive to urban waste waters
- areas designated for the protection of habitats or species where the maintenance or improvement of the status of water is an important factor in their protection, including NATURA 2000 sites

(4) Mapping existing monitoring networks as well as results of monitoring activities

- Surface water (ecological and chemical)
 - Description of monitoring networks, table of monitoring sites, parameters, frequencies of monitoring,
 - Maps for ecological, chemical and meteorological monitoring
- Ground water (chemical and quantitative)
 - Description of monitoring sites including observation wells, quality sampling, identification of temporal variations in values both in long and short term

- Protected areas
 - Description of any special monitoring (ecological or chemical) done for protected area

(5) Environmental objectives

- Surface waters
 - Differentiation of the water bodies within the Basin according to ecological and chemical status and establishment of achievable environmental objectives
- Groundwater
 - Differentiation of the water bodies within the Basin according to quantitative and chemical status and establishment of achievable environmental objectives
- Protected areas
 - Differentiation of the water bodies within the Basin according to ecological and chemical status and establishment of achievable environmental objectives, identification of areas for further protection status

(6) Overview of the economic analysis of water use

- Abstraction for use as potable water-volumes and revenue
 - Description of abstraction for municipal and industrial use, volume of abstraction, charges for abstraction, estimates of revenue, location of centres of population and abstraction points
- Abstraction for use as groundwater-volumes and revenue
 - Description of abstraction for municipal and industrial use, volume of abstraction, charges for abstraction, estimates of revenue, location of centres of population and abstraction points
- Abstraction for use as irrigation-volumes and revenue
 - Description of volumes of irrigation and types of crop irrigated, estimates of revenues, tables of volume abstraction, location of main irrigation maps
- Discharge to water bodies-volume and revenues
 - Municipal and industrial discharge, charges for discharge, estimates of revenue,
- Water management organizations-budget
 - Description of organizations involved in water management, annual budget, sources of revenue

(7) Program of measures for achieving environmental objectives

- Measures to be adopted to apply the principle of recovery of the costs of water use
 - Description of major works planned to achieve good ecological status and description of changes necessary to achieve full costs recovery and remedial and maintenance measures
- Measures to be adopted to meet requirements of water used for abstraction of drinking water
 - Specific works necessary to improve reliability and quality of drinking water
- Measures to be adopted on the controls on abstraction and impoundment of water
 - Specific regulatory measures necessary to ensure that all abstractions and impoundments are licensed-cost recovery
- Measures and controls to be adopted for point source discharges and other activities with an impact on the status of water
 - Specific regulatory measures necessary to ensure that all discharges are licensed and, where appropriate, contribute to cost recovery
- Identification of the cases where direct discharges to groundwater have been authorized
- Measures to be adopted to prevent or reduce the impact of accident pollution incidents
 - Description of measures such as buffer reservoirs to prevent accidental pollution of water bodies
- Measures to be adopted to reduce the priority substances
 - Description of measures necessary to eliminate the discharge of priority substance
- Measures to be adopted for bodies of water unlikely to achieve good quality status
 - Descriptions of measures to be taken to improve heavily modified water bodies
- Details of the supplementary measures identified as necessary in order to meet water quality environmental objectives
 - Description of any work necessary to meet specific environmental objectives, for example returning a river canalized for flood protection to a natural state

- Register of further detailed plans and programs for the Prespa Lakes basin dealing with particular water issues
 - Description of other necessary works

(8) Public consultation process

- Description of public consultation and information measures, in particular information provided to the public and stakeholders and changes to plan as a result of feed-back.
 - List of competent authorities including name and address, geographical coverage of the basin, legal status of the competent authority, responsibilities, membership, international relationship

Contact points and procedures for obtaining background documentation and information

Annex IV

Monitoring parameters to be analyzed during plan preparation process with frequency of sampling for a period of 1 year

Parameter	Rivers	Lakes	Sediment	Biota
Phytoplankton - Chlorophyll a		Annually/12x		
Benthic macroinvertebrates	Annually/12x	Annually/12x		
Fish	Annually/2x	Annually/2x		
Phytobentos	Annually/1x	Annually/12x		
Macrophytes	Annually/2x	Annually/2x		
Flow	Annually/12x			
Depth	Annually/12x	Annually/12x		
Temperature	Annually/12x	Annually/12x (profiling)		
Transparency	Annually/12x	Annually/12x		
Suspended solids	Annually/12x	Annually/12x		
Dissolved oxygen	Annually/12x	Annually/12x (profiling)		
pH	Annually/12x	Annually/12x (profiling)		
Conductivity 20o	Annually/12x	Annually/12x (profiling)		
Alkalinity	Annually/12x	Annually/12x		
Ammonium (NH4)	Annually/12x	Annually/12x		
Nitrite	Annually/12x	Annually/12x		
Nitrate	Annually/12x	Annually/12x		
Inorganic nitrogen	Annually/12x	Annually/12x		
Organic nitrogen	Annually/12x	Annually/12x		
Total nitrogen	Annually/12x	Annually/12x	Annually/12x	
Ortho-posphate	Annually/12x	Annually/12x		
Total phosphorus	Annually/12x	Annually/12x	Annually/12x	
Sulfate (SO4)	Annually/12x	Annually/12x		
Calcium	Annually/12x	Annually/12x		
Magnesium	Annually/12x	Annually/12x		
Chloride	Annually/12x	Annually/12x		
COD (Cr)	Annually/12x	Annually/12x		
COD (Mn)	Annually/12x	Annually/12x		
BOD5	Annually/12x	Annually/12x		
Cadmium	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Lead	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Mercury	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Nickel	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Arsenic (6)	Annually/12x	Annually/12x	Annually/12x	Annually/1x

Copper (6)	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Chromium (6)	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Zink (6)	Annually/12x	Annually/12x	Annually/12x	Annually/1x
Iron (6)	Annually/12x		Annually/12x	
Pentachlorobenzene	Annually/3x	Annually/3x	Annually/12x	
Hexachlorobenzene	Annually/3x	Annually/3x	Annually/12x	
DEHP	Annually/3x	Annually/3x	Annually/12x	
Nonylphenols	Annually/3x	Annually/3x	Annually/12x	
4-tert.-Octylphenol	Annually/3x	Annually/3x	Annually/12x	
Naphthalene	Annually/3x	Annually/3x	Annually/12x	
Floranthene	Annually/3x	Annually/3x	Annually/12x	
DDT (6,7)	Annually/3x	Annually/3x	Annually/12x	
DDD (6,7)	Annually/3x	Annually/3x	Annually/12x	
DDE (6,7)	Annually/3x	Annually/3x	Annually/12x	
Total Microcystins (cell and free)		Annually/12 (sediment + water)		

NOTE: the expected number of sampling points for surface water bodies, considering the local conditions in Prespa is 7 (4 for Prespa Lake, and 3 for the main rivers/tributaries). As regards the groundwater bodies, the initially established number of sampling points is set at 5. However, these numbers may be changed depending on the results of the preliminary assessment conducted during the plan preparation process.

Annex V

List of acronyms/abbreviations:

UNDP – United Nations Development Programme
 GEF – Global Environment Facility
 MoEPP – Ministry of Environment and Physical Planning
 MoR – Municipality of Resen
 PPCC – Prespa Park Coordination Committee
 WMC – Watershed Management Council
 PWMWG – Prespa Water Management Working Group
 HMI – Hydro-meteorological Institute
 HBI – Hydro-biological Institute
 PHI – Public Health Institute
 WFD – Water Framework Directive
 IRBM – Integrated River Basin Management
 SEA – Strategic Environment Assessment
 COD – Chemical Oxygen Demand
 BOD – Biological Oxygen Demand
 DEHP – Di (2-ethylhexyl)-phtalate
 DDT - dichlorodiphenyltrichloroethane
 DDD – Dichlorodiphenyldichloroethane
 DDE - Dichlorodiphenyldichloroethylene

PRICE SCHEDULE

The Price Schedule shall be presented per deliverables, while each deliverable shall have a detailed cost breakdown.

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