

REQUEST FOR QUOTATION (RFQ)

Date: 10 April 2014

Dear Sir/Madam,

Subject: Request for Quotation for services: “The demonstration best practices in siting a new mine in order to avoid soil and groundwater contamination and impacts on surface water systems.”

Project: 00078317, Integrated Natural Resource Management in the Baikal Basin Transboundary Ecosystem

Case reference: RFQ GPSO 2014-077 (IWC-78317)

1. The United Nations Office for Project Services (hereinafter “UNOPS”) is pleased to invite you to submit a quotation for supply of the services described in Annex I to this Request for Quotation.
2. We would appreciate receiving your quotation on or before **29 April 2014 10:00 A.M. Irkutsk time** via e-mail DmitriP@unops.org (it must not exceed 8MB) or fax +73012338030 to the attention of **Dmitry Popov**. Please specify above project and reference number on your quotation.
3. Any requests for clarification should be referred to:
Contact Person: Dmitry Popov
Office: UNOPS
Address: Room: 13,
8, Sakhyanovoy Str.,
670047, Buryatia, The Russian Federation

Telephone: +7 3012 415759
Fax +7 3012 338030
E-Mail: DmitriP@unops.org
4. Your quotation shall include the following:

It is recommended to use application form here (pages 3-6):

http://baikal.iwlearn.org/en/tenders/how-to/application-form/at_download/file

- Brief approach and methodology as well as CV(s) of proposed staff/personnel in response to the Terms of Reference as per Annex I.
- Fixed overall quotation in a single currency (see Annex II) with the following structure:

Name(s) of consultant(s)
Number of working days and daily fee
Daily subsistence allowance
Number of international travels and cost
Number of local travels and costs
Other costs
TOTAL

- Completed Previous Experience Form (see Annex III)

- 5. UNOPS evaluates the quotations based on best value, i.e. best quality and cost-effectiveness of the proposed offers. The following aspects will be considered for the evaluation:
 - (a) Suitability of the approach and methodology including firm's capacity to undertake the services
 - (b) Qualifications and suitability of the staff/personnel proposed for the assignment including their previous experience with same type of assignment
 - (c) Cost-effectiveness of price quotation

- 6. A contract may be awarded to the bidder having submitted the quotation representing the best value for UNOPS. However, UNOPS reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations, at any time prior to the award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds for such action.

- 7. UNOPS reserves the right to make multiple arrangements for any item or items.

- 8. In the event of a Contract the UNOPS General Conditions will apply. The conditions are available at <http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx> under "UNOPS general conditions of contract": UNOPS Conditions of Services - For contracts of a value of less than USD 50,000. (Annex IV)

- 9. **Supplier eligibility.** Suppliers shall not be eligible to submit an offer and to be awarded a contract when at the time of bid submission:
 - (a) Suppliers are already suspended by UNOPS, or,
 - (b) Supplier's names are mentioned in the UN 1267 list of Terrorists issued by the Security Council resolution 1267, which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban, or,
 - (c) Suppliers are suspended by the UN Procurement Division (UN/PD), or,
 - (d) Suppliers have been declared ineligible by the World Bank.

Furthermore, as a condition of doing business with UNOPS it is necessary that suppliers, their subsidiaries, agents, intermediaries and principals cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the supplier; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS's list of registered suppliers.

- 10. **Information regarding Bid Protest can be found at:**
<http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx>

11. UNOPS strongly encourages all Bidders to subscribe to the Tender Alert Service available on the United Nations Global Market Place (www.ungm.org). This will allow Bidders to be notified automatically of all UNOPS business opportunities for the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for Suppliers.

12. UNOPS will effect payment within 30 days after receipt of original payment documentation.

We look forward to receiving your quotation.

Yours sincerely,
Sergey Kudelya
Project Manager
GPSO/IWC
UNOPS
Room: 13,
8, Sakhyanovoy Str.,
670047, Buryatia, The Russian Federation
Telephone: +7 3012 415759
Fax +7 3012 338030
E-Mail: SergeyK@unops.org



ANNEX I - TERMS OF REFERENCES

Terms of Reference (TOR) for Local Service Contract

The demonstration of the best practices of new mine setting in order to avoid soil and groundwater contamination and impacts on surface water systems.

Location:	Ulan-Ude, The Russian Federation
Application Deadline:	29-Apr-2014
Type of Contract:	Service Contract
Post Level:	Local
Languages Required:	English, Russian
Starting Date:	01-May-2014
Duration of Initial Contract:	01-May-2014 – 30- November- 2014
Expected Duration of Assignment:	7 months

Background:

The project's objective is to spearhead integrated natural resource management of Baikal Lake Basin and Hovsgol Lake ensuring ecosystem resilience, reduced water quality threats in the context of sustainable economic development. The project has three primary components: elaborating a strategic policy and planning framework; strengthening institutional capacity for IWRM; and demonstrating water quality and biodiversity mainstreaming practice, including groundwater monitoring and protection.

This project builds upon a solid, decades-old baseline of bilateral cooperation between Russia and Mongolia on the transboundary waters of the Selenga River and by extension the Baikal Basin itself. To date, international support for environmental conservation and management in the Baikal Basin has not been transboundary in orientation; little support has been provided the two countries in strengthening their transboundary cooperation to manage sustainably the globally significant environmental benefits represented by the incomparable Lake Baikal and its transboundary Basin, at the top of which lies Mongolia's aquatic jewel, Lake Hovsgol. In addition to this solid baseline of transboundary cooperation are two rapidly growing economic baselines in mining and tourism, with mining being the biggest and fastest growing economic activity in the Baikal Basin and tourism a smaller but also rapidly growing sector in both the Russian and Mongolian portions of the Baikal Basin. Both of these sectors hold much promise in becoming better stewards of the Baikal Basin's aquatic ecosystems. In the absence of a GEF investment, these barriers are likely to continue hampering an effective transboundary response to the critical threats that are already impacting the ecosystem health and resilience of the Baikal Basin.

Successful implementation of a regional project like "Integrated Natural Resource Management in the Baikal Basin Transboundary Ecosystem", to a large degree depends on effective implementation and ownership of project-inspired work at the national and local levels.

Justification:

Under the project Output 3.1, project resources will enable local industries and local level authorities to mainstream aquatic ecosystem and biodiversity management objectives into mining policies, planning, operations. Mining has the potential to affect biodiversity throughout the life cycle of a project, both directly and indirectly. Direct or primary impacts from mining can result from any activity that involves land clearance (such as access road construction, exploration drilling, stripping or tailings impoundment construction) or direct discharges to water bodies (riverine tailings disposal or tailings impoundment releases).

Development objective:

The pilot project will focus upon demonstration best practices in siting a new mine in order to avoid soil and groundwater contamination and impacts on surface water systems. This will include piloting decision making processes that consider cumulative (primary and secondary) impacts upon biodiversity from mining activities that normally would not be recognized.

Immediate objective(s):

The following tasks are to be done within the scope of the work:

- To select the site for mining, determining the dangerous pollution sources and their negative impact on environment;
- To perform sampling and analyses to determine background content of pollutants in the future mining area
- To develop measures and technological solutions for rational use of natural resources in the area of mining site planned.

Specific Deliverables:

The work is expected to deliver the following results:

- the estimation of the possible impact on the environment during planned mine exploitation;
- the estimation of the possible impact on the biodiversity during planned mine exploitation;
- recommendations on mining site selection with due regard to environment preservation.

Expected Outputs, reports and related logistics:

- Detailed calendar plan for activities.
- Technical progress report with review of best existing technologies and methods of water ecosystem protection in mining.
- Final report with recommendations on controlling of threats to water ecosystem and biodiversity on the mining site.

Payment will be made in 3 installments based on the acceptance of the required deliverables by the Project Manager as specified below:

- 20% payment as a first installment upon the submission of detailed calendar plan - at the end of first 15 days.

- 40% remaining payment upon submission of the preliminary report - no later 15 September 2014.
- 40% remaining payment upon submission of the final report - no later 15 November 2014.

In the case that the conditions of the TOR are not met, the contract may be terminated and the consultancy fee reduced.

Budget: An indicative cost of USD 30,000 has been estimated for this service.

**Приблизительный перевод на русский язык:
(английский текст имеет преимущественное значение)**

«Выбор участка для новых разработок полезных ископаемых с целью предотвращения загрязнения поверхностных, подземных вод и почв».

Обоснование. Итогом 3.1. в рамках проектного документа предусмотрена разработка пилотного проекта, объектом которого должна быть демонстрация лучших практик в выборе участка для новых разработок ископаемых с целью предотвращения загрязнения почвы и подземных вод и воздействия на поверхностные водные системы. Исследования должны учитывать кумулятивное воздействие на биоразнообразие в результате добычи полезных ископаемых, которые были бы не распознаны обычным образом. В связи с возрастающим спросом на полезные ископаемые, происходит истощение их ресурсов в легкодоступных областях, изменяются технологии и экономические условия в горнодобывающей отрасли. Возможным вариантом в будущем может планироваться добыча полезных ископаемых в отдаленных богатых биоразнообразием экосистемах, где ранее не проводилась их разведка и разработка.

Цель работы. Выбор участка одного из месторождений в бассейне озера Байкал для планируемой разработки полезных ископаемых с учетом предотвращения загрязнения почвы и подземных вод и воздействия на поверхностные водные системы при осуществлении производственной деятельности.

В рамках выполнения данной работы организации, которая будет признана победителем конкурса, необходимо:

- выбрать участок для планируемой разработки полезных ископаемых, с выявлением опасных источников загрязнения и их негативного воздействия на окружающую среду;
- провести отбор проб и их анализ для определения фоновое содержания загрязняющих веществ в районе планируемой разработки месторождения;
- разработать мероприятия и технологические решения по рациональному использованию природных ресурсов в районе планируемого к разработке месторождения.

В результате выполнения работы предполагается получить:

- прогноз возможного воздействия на окружающую среду при планируемой эксплуатации месторождения;
- оценку возможного воздействия на биоразнообразие в результате планируемой добычи полезных ископаемых;
- рекомендации по выбору участка месторождения полезных ископаемых с учетом требований охраны окружающей среды.

Отчетность:

- детальный календарный план выполнения работ в течение первых 15 дней;
- промежуточный отчет о ходе выполняемых работ -15 сентября 2014 г.;

- окончательный отчет с рекомендациями по выбору участка месторождения полезных ископаемых с учетом требований охраны окружающей среды и сохранения биоразнообразия – 15 ноября 2014 г.

ANNEX II. FINANCIAL OFFER

Name(s) of consultant(s) (a)	Number of working days (b)	Daily fee (c)	Daily subsistence allowance (d)	Total (e)=(b)x((c)+(d))
Subtotal:				

International/National travels (a)	Quantity (b)	Cost (c)	Currency (d)	Total (e)=(b)x(c)
Subtotal:				

Other Costs (description)	Cost
Subtotal:	

GRAND TOTAL: (Sum of 3 tables)

ANNEX III: PREVIOUS EXPERIENCE FORM

Previous Experience				
Description of services/goods/works/	Country	Total amount of contract	Contract Identification and Title and Contact details of Client: (Name, Address, telephone, email, fax)	Year project was undertaken

Authorized Signature: _____

Date: _____

ANNEX IV - UNOPS CONDITIONS OF SERVICES

1-Contractor's Status In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of UNOPS. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2-Damage to Persons and Property The Contractor shall indemnify and hold harmless UNOPS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3-Intellectual Property Rights All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of UNOPS. The Contractor shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4-Confidentiality All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be treated as confidential and shall be delivered only to the duly authorized representative of UNOPS upon completion of the Services.

5-Advertising The Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes.

6-Modifications Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

7-Sub-contracting and Assignment of Contract The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8-Termination UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

9-Privileges and Immunities Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

10-Settlement of Disputes Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.