



Request for Proposals (RfP)

Consultancy services :Project implementation in Rwanda” of **Catchment plan development: Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service Valuation for Akanyaru and Kivu Catchments in Rwanda”**

IUCN Rwanda, Embedding Water Resources Management in Rwanda Project (EWMR), Sebeya Programme

Issue Date: February 18, 2021

Closing Date and Time: 31st March 2021, 17:00 CAT

IUCN Contact :

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PART 1 – INSTRUCTIONS TO PROPOSERS AND PROPOSAL CONDITIONS

1.1. About IUCN

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Headquartered in Switzerland, IUCN Secretariat comprises around 950 staff in more than 50 countries.

Created in 1948, IUCN is now the world’s largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local

communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

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<https://twitter.com/IUCN/>

1.2. Summary of the Requirement

IUCN invites you to submit a Proposal for the Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service Valuation for Akanyaru and Kivu Catchments in Rwanda.

1.3. The procurement process

The following key dates apply to this RfP:

RfP Issue Date	18 th February 2021
RfP Closing Date and Time	31st March 2021, 17:00 CAT
Estimated Contract Award Date	15 th April 2021

1.4. Conditions

IUCN is not bound in any way to enter into any contractual or other arrangement with any Proposer as a result of issuing this RfP. IUCN is under no obligation to accept the lowest priced Proposal or any Proposal. IUCN reserves the right to terminate the procurement process at any time prior to contract award. By participating in this RfP, Proposers accept the conditions set out in this RfP.

IUCN requires Proposers to refrain from corrupt and fraudulent/prohibited practices in participating in this procurement. To this end, Proposers must sign the "[Proposer's Declaration](#)" and include it in their Proposal.

Proposers shall permit IUCN to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by IUCN.

1.5. Queries and questions during the RfP period

Proposers are to direct any queries and questions regarding the RfP to the above IUCN Contact. No other IUCN personnel are to be contacted in relation to this RfP.

Proposers may submit their queries no later than **11th March 2021**.

As far as possible, IUCN will issue the responses to any questions, suitably anonymised, to all Proposers. If you consider the content of your question confidential, you must state this at the time the question is posed.

1.6. Amendments to RfP documents

IUCN may amend the RfP documents by issuing notices to that effect to all Proposers and may extend the RfP closing date and time if deemed appropriate.

1.7. Proposal lodgement methods and requirements

Proposers must submit their Proposal to IUCN no later than **17:00 CAT** on **31st March 2021** by email to: rwanda@iucn.org, copying Valentine.Ikirezi@iucn.org. The subject heading of the email shall be **[RfP "Name of Company" "Catchment Plan Development: Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service**

Valuation for Akanyaru and Kivu Catchments in Rwanda". Electronic copies are to be submitted in PDF and native (e.g. MS Word) format. Proposers may submit multiple emails (suitably annotated – e.g. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and no later than **1700hrs CAT** on **1st April 2021**, please send the relevant password to the same email address as used for submitting your Proposal. This will ensure a secure bid submission and opening process. Please **DO NOT** email the password before the deadline for Proposal submission.

Proposals must be prepared in English and in the format stated in Part 3 of this RfP.

1.8. Late and Incomplete Proposals

Any Proposal received by IUCN later than the stipulated RfP closing date and time, and any Proposal that is incomplete, will not be considered. There will be no allowance made by IUCN for any delays in transmission of the Proposal from Proposer to IUCN.

1.9. Withdrawals and Changes to the Proposal

Proposals may be withdrawn or changed at any time prior to the RfP closing date and time by written notice to the IUCN contact. No changes or withdrawals will be accepted after the RfP closing date and time.

1.10. Validity of Proposals

Proposals submitted in response to this RfP are to remain valid for a period of 90 calendar days from the RfP closing date.

1.11. Evaluation of Proposals

The evaluation of Proposals shall be carried out exclusively with regards to the evaluation criteria and their relative weights specified in part 3 of this RfP.

PART 2 – THE REQUIREMENT

1. Background

Rwanda is a country located within the Great Lakes region of the central eastern part of Africa with an area of 26,338 square kilometers. The Congo Nile Ridge divides the country's waters into two parts: those flowing to the west into the Congo Basin and those flowing to the east into the Nile Basin. Therefore, Rwanda principally has only two hydrographic basins. The Nile basin covers 67% of the country's territory and drains 90 of National waters whereas the Congo Basin covers 33% of Rwanda's territory and drains 10% of National waters (MINITERE, 2005). Within the framework of implementing the National policy for water resources management, a National water resources master plan was developed in 2015 and this came up with a catchments' subdivision. The National Policy advances a catchment-based water resources management approach. Rwanda is sub-divided into nine level one catchments (Figure. 1).

While each of these catchments has its unique characteristics, the undulating terrain of Rwanda and the propensity for land degradation, flooding and erosion, caused by rainfall, make careful management and planning of water resources and landscapes, a high priority action. The Rwanda Water Resources Board (RWB), has a major mandate with three priority actions- control and reduce soil erosion, flood management and control, and, increase annual water availability per capita from 700m³ to 1000m³ by 2024. Fulfilling these mandates requires proactive planning, not only at the corporate level, but also at collaborative planning that includes local communities and key stakeholders. Catchment management planning is an important tool for integrated water resources management (IWRM) and for management of related land and natural resources.

The main focus of catchment planning can be summarized in four key elements:

- (i) Catchment restoration: identifying practical measures that need to be undertaken to restore the catchment;
- (ii) Water allocation: ensuring that demand and permissible use are balanced and met;
- (iii) Water governance: institutional set up, policy and legislative measures in order to implement the proposed measures;
- (iv) Knowledge management: data, practical and intellectual capacity acquisition, management and preservation for effective management.

In 2018, detailed management plans for two level one catchments (Upper Nyabarongo and Muvumba) and two level 2 catchments (Nyabugogo and Sebeya) were developed through the Water for Growth program and are now under implementation. Catchment plans for Nyabarongo Lower and Akagera Upper 1 are under development in collaboration with the Rwanda Environmental Management Authority. Additionally, a further two (Mukungwa and Lower Akagera) are being developed through the "Embedding Integrated Water Resource Management in Rwanda" (EWMR) Project funded by the Government of the Netherlands and implemented by a consortium led by the Rwanda Water Resources Board with technical support from the International Union for Conservation of Nature (IUCN) and SNV. It is within the same line that the Rwanda Water Resources Board (RWB) intends to develop two other level one catchment plans for Akanyaru and Kivu Catchments under the EWMR program.

Catchments level 1

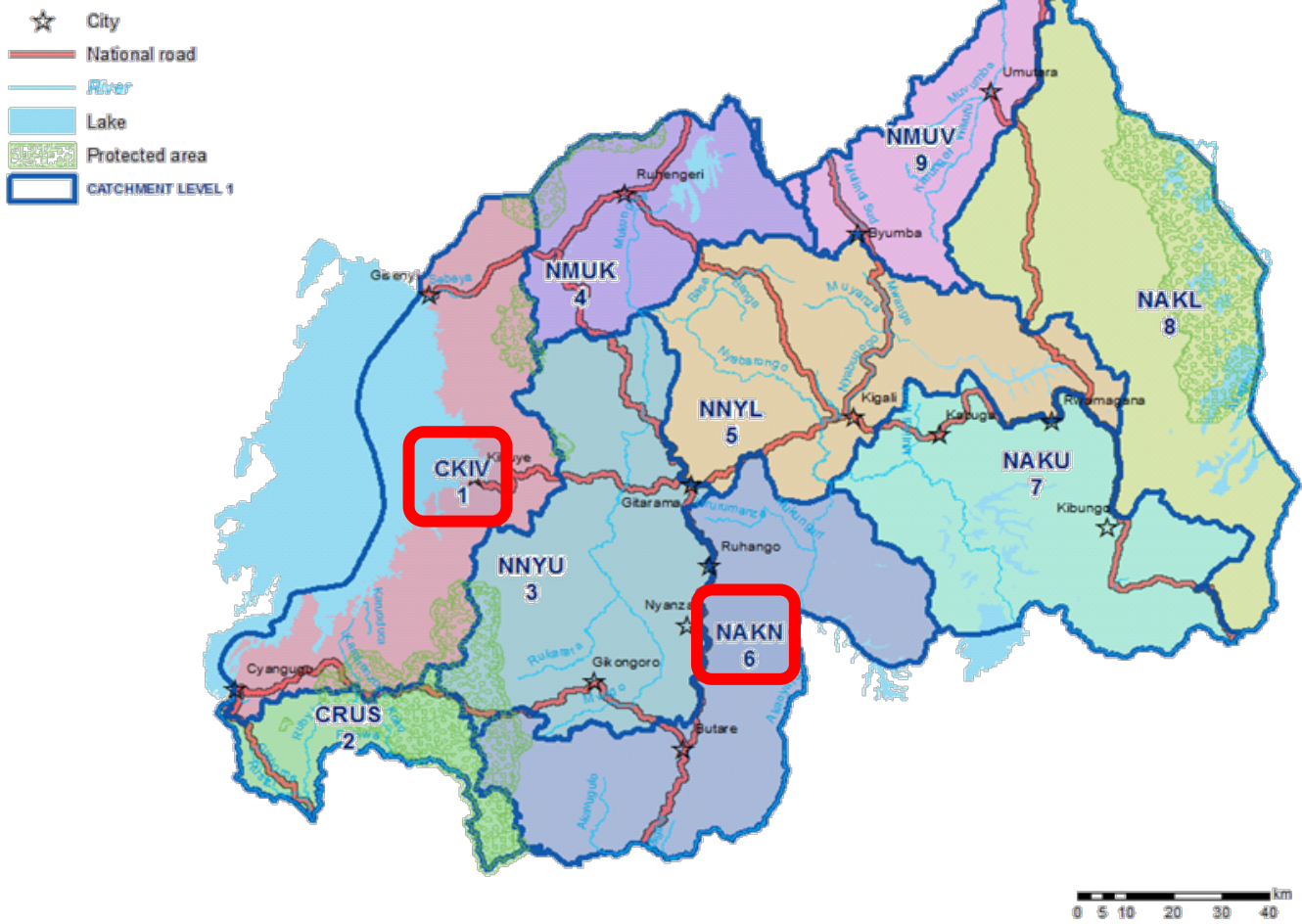


Figure 1: Rwanda level one catchments

Key

1. CKIV -Congo Kivu	2. CRUS- Congo Rusizi
3. NNYU- Nile Nyabarongo Upper	4. NMUK- Nile Mukungwa
5. NNYL- Nile Nyabarongo Lower	6. NAKN- Nile Akanyaru
7. NAKU- Nile Akagera Upper	8. NAKL- Nile Akagera Lower
9. NMUV- Nile Muvumba	

Overall objectives of the Assignment

The overall objectives of the consultancy are:

- i. To conduct a biophysical assessment and detailed hydrological analysis at sub-catchments level (referring to other existing catchment plans) for Akanyaru, and Kivu Catchments, and,
- ii. To conduct a socio-economic analysis and livelihoods assessment that will foster improved catchment management in an environmentally friendly manner to address the sustainable prosperity needs of communities, taking into consideration the transboundary nature of the catchments.
- iii. To conduct valuation of key ecosystem services found within the two catchment including stock take of users and engagement strategy.

Work Packages

The work will be executed in line with the following work packages:

Work Package 1. Preparation of inception report

- 1.1 Present the methodology for stakeholders mapping
- 1.2. Assessment of data availability and quality leading to the identification of data gaps for the characterization of each catchment.
- 1.3. Identified data gaps will be presented to the client. The Consultant will be required to present a tentative field data collection program/expedition(s) that will geographically cover the water bodies in each catchment including the rivers, its tributaries and Lakes, to address these gaps. In this regard, the consultant will prepare the respective plan that would enable the collection of needed data and agreed proposed timeframe with the client. The field data collection expedition(s) suggested should reflect the time-line of this assignment enabling gaps to be addressed and conclusions reflected in each catchment characterization;
- 1.4. Preparation and presentation of Inception Report that includes:
 - a) Methodology for the preparation of biophysical analysis and hydrological assessment, the socio economic and livelihoods assessment and ecosystem service valuation;
 - b) Work plan with timeline;
 - c) List of planned activities and consultation meetings;
 - d) Field data collection plan;
 - e) List of deliverables such as reports, data sets, drafts and final work plan etc;
- 1.5. Submission, presentation (by the Consultant) and approval (by the Client) of the Inception Report.

Work Package 2. Data Collection and Analysis of Existing Conditions

2.1 Data collection based on review of existing (historical) documents and field visits:

- a) Natural conditions (topography, geology, hydrogeology, meteorology, hydrology, environment, land-use and land cover, protected areas, etc.)
- b) Water quality monitoring data
- c) Climate change scenarios for the catchments
- d) Designation and typology of water bodies in each sub-catchment
- e) Present water use conditions, facilities and problems/issues
- f) Conditions of water related hazards – flood and sediment deposition
- g) Existing water control structures with assessment of their current working condition
- h) List of all relevant stakeholders involved in the water sector, including their roles, responsibilities, expectations, etc.

Collected data should be combined using GIS and time series analysis, to develop a series of different maps and charts in a sharable format (reference to the existing catchment plans).

- 2.2. **Analysis of existing conditions**, including but not limited to (the lists presented below and the items contained therein are not exhaustive):
 - 2.2.1. Hydrological, Hydrogeological and Hydro-morphological aspects
 - a. Analysis of current land-use (e.g., according to the new Land use and land cover data from Rwanda's Land Management Authority)
 - b. Analysis of surface water including mapping of water bodies, flooding risk zones, erosion etc.
 - c. Analysis of groundwater and assessing the availability of water, etc.
 - d. Hydrological cycle analysis (rainfall, evaporation, evapotranspiration, seasonal surface flow subsurface flow and lake and river flow patterns, groundwater, water-use) using most accurate data
 - e. Analysis of hydro-morphological issues (diversions, dams, effects of in the rivers and its tributaries)
 - f. Climate change analysis (climate change scenarios)
 - 2.2.2. Identification of significant pressures on the qualitative and quantitative status of water bodies as well as on the ecosystems in each catchment;
 - 2.2.2 Mapping areas exposed to soil erosion
 - 2.2.3 Mapping of status and capacity of water infrastructure (dams, bridges, ports, etc) -including the ones planned- such as irrigation and hydraulic infrastructure, etc in each catchment;
 - 2.2.4 Water status aspects
 - a. Identification of reference conditions for the surface water body types
 - b. Development of type-specific classification of surface and ground water status.

Work Package 3: Analysis of biophysical and hydrological characteristics for current and future scenarios:

- 3.1 Conduct detailed analysis of the land use/land cover in the two catchments.
- 3.2 To conduct physiographic analysis of the catchments including describing land capability based on standard Land Capability Classification (LCC) system.
- 3.3 Assessment of anthropogenic impacts to the status of surface and ground water bodies
 - a. Point source pollution, including identification of priority substances (based on existing available information and supplementary monitoring expedition(s))
 - b. Diffuse source pollution, including land-use.
 - c. Pressures on the quantitative status of water including abstraction.
- 3.4 Water utilization and demand as part of current and projected water balances:
 - a. Assess water balances at sub-catchment level (to be agreed upon) for the assessment of surface water and groundwater availability (annual and seasonal) and the present and future consumptive water demand by main water using sectors (including environmental flow requirements); The water balance study will present the results of: (i) a detailed analysis of water demands / use (ii) a detailed hydrological analysis; and (iii) results of simulation and water balance analysis; The assessed balances should account for changes in the water inputs to the watershed due to projected (possible) impacts of climate change;
 - b. For calibration and validation, existing data (streamflow data) should be used, however, there could be some data gaps, in this case, remote sensing-based evapotranspiration data (e.g. from FAO-portal WaPOR) can be used as a light alternative with clear methodology agreed upon with client.

- c. Identification and establishment of environmental flows of key water bodies.
- d. Assess water flows/level necessary for such non-consumptive uses as hydropower (e.g. upstream users and downstream users), fisheries and tourism, biodiversity conservation as applicable.

3.4 Location of protected areas

- a. Identification and mapping of protected areas designated for abstraction of water intended for human consumption.
- b. Identification and mapping of protected areas designated for water transport.
- c. Areas designated for the protection of economically significant aquatic species.
- d. Bodies of water designated as recreational waters, and tourism zones.
- e. 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.
- f. Based on existing zonings per economic sectors (fish farming, hotels, methane gas extraction, transportation, recreation, conservation etc): referring to planned zoning and propose a suitable zoning of different uses from different sectors.

3.5 Mapping existing monitoring networks as well as results of monitoring activities for surface water (volume, water level and seasonal) and groundwater (quantitative)

3.6 Develop a multi-objective optimization model for water allocation in for Akanyaru and Kivu Catchments at sub-catchments level to be agreed, taking into consideration of transboundary nature of these catchments. The following steps will implement the optimization approach:

- a. Scenario selection: a subset of the total number of scenarios will be selected, which are considered most viable to be optimized;
- b. Sensitivity analysis to assess how the operational constraints affect the key output variables;
- c. Definition of objective functions against which will be optimized:
 - i. A weighted combination of water shortages, following the principle of equitability and the ecosystem services.
 - ii. Maximized hydropower generation: the sum of hydropower facilities in the catchment.

The approach aims at optimizing interaction of some water uses in the catchments, however, it could be found during the course of the study, were prioritizing the use of water resources could not be possible or likely to cause some other issues. The consultant should define boundary conditions (quantitative and qualitative) for using water resources, which must be respected by all water users and this could help RWB in developing strategies for using water resources.

Work Package 4: Socio Economic and Livelihoods Assessment

Following clear identification of all key stakeholders, the Consultants will undertake activities to:

- i. Assess the socio-economic status in the two catchments taking due consideration of available resources (biophysical and socio economic capital), opportunities, constraints and vulnerabilities of the communities.
- ii. Conduct livelihood analysis in the two catchments with considerations of seasonal water, food and energy security;
- iii. Identify alternative livelihoods mechanisms through stakeholder engagement, taking due consideration of gender;

- iv. Outline landscape intervention strategies for restoration and rehabilitation based on key stakeholder/expert consultations
- v. Outlining financing resources requirements for implementing the identified interventions and conduct a cost benefit analysis. The cost assessment will require necessary consultations with the biophysical and hydrological analysis studies.
- vi. To propose implementation modalities of proposed interventions (in phases-2024, 2030, 2035, 2050) including identifying roles and responsibilities of stakeholders;
- vii. Conduct the environmental socio safeguard analysis of proposed interventions including gender in consultation with Rwanda Water Resources Board, catchment task forces and biophysical and hydrological analysis consultants.

Work Package 5: Valuation of key ecosystem services

- (i) Select appropriate assessment and economic valuation methods, e.g. using CICES or TEEB Studies or any other agreed framework for financial quantification of social, economic, cultural value of ecosystems products/goods and services. Methods should be repeatable and replicable, so that follow-up valuations can be conducted to monitor social and economic changes in ecosystem values over time.
- (ii) Collecting and collating data on ecosystem services into mapping and modelling tools to be used.
- (iii) Conducting analysis and valuation of ecosystem services with a high likelihood of significant value; ecosystem services that are amenable to credible measurement of value, and ecosystem services that are of known interest to stakeholders (e.g. ecotourism, which is a provincial priority).
- (iv) Assess the overall economic impact of different categories of biodiversity goods and services distributed among different stakeholders.
- (v) Analyze the overall economic efficiency of various competing uses of the selected ecosystem services to provide an economic rationale for rehabilitation, management and conservation in the two catchments.
- (vi) Submit a detailed economic valuation report inclusive of detailed agreed upon methodology.

Main deliverables

The main deliverables of the assignment are as follows:

Deliverable	Due Date	Description
Inception report	1 month after contract signing	<p>Inception report with clear methodology on how the study will be conducted. The report should provide a clear methodologies of</p> <ol style="list-style-type: none"> Model identification. The development process of the models and an assessment of results, as well as an overview of training activities. Approaches to conduct the socioeconomic/livelihood assessment, including tools, indicators, community and stakeholder engagement plan, Target communities, community groups and stakeholders, and Methodology for data collection Detailed work plan and schedule. <p>Consultant will incorporate reviews and comments, ensuring approval from client and Rwanda Water Resources Board (RWB). A validation workshop of the inception report with relevant stakeholders and integration of comments prior to commencement of the assignment.</p>
Interim report and draft models	5 months after contract signing	<p>The interim report should include preliminary findings on:</p> <ol style="list-style-type: none"> Hydrological assessment containing catchment water balances for Akanyaru, and Kivu Catchments, cross-sections and water balance at key sites, water variability overtime up to 2050. Optimization model assessment specifically including all losses and return flows, water resources availability for the catchments corresponding to different hydrological conditions, allocation scenarios, operation rule curves, etc. Water allocation models for the two catchments Soil erosion assessment (quantities and location) Livelihood assessment with recommendations on livelihood intervention strategies and stakeholder analysis. Proposals for interventions on alternative income generation activities including draft financial estimates. Cost benefit analysis for landscape restoration interventions identified by the biophysical analysis Ecosystem Service valuation interim findings
Final Technical Reports	8 months after contract signing	<ol style="list-style-type: none"> Comprehensive technical reports covering all components of the assignment and, for each catchment: Development process of the models and assessment of results, covering the activities, findings and recommendations; Key findings of the biophysical and hydrologic assessments Stakeholder engagement and recommendations for; Income generating activities that support sustainable management of the catchment based of community engagements and including stakeholder feedback. Appropriate economically feasible restoration investments based on the socio-economic cost benefit analysis. Key findings of the ecosystem service valuation
Technical files submission		The simulation models & other selected tool/model and any related files (GIS, Excel, GIS databases, etc). GeoTIFF files of nationwide ET, etc.
Concise manual for future reference		A concise document with practical guidance on how to develop, update, adapt, and use the simulation model(s) used in the hydrological analysis.

Presentation of Draft and Final Reports

The draft and final reports should be submitted separately per catchment. The approval process will include presentations that will follow the submission of the draft and final reports.

Company Profile and Key Staff

The firm or consortium to be hired should be specialised in water resources/hydrology modelling and socio economic assessments with a general experience of at least 10 years and having conducted at least five proven similar assignments over the last ten years. The study team should comprise experienced professionals. The team should reflect an appropriate mix of disciplines, education, skills and experience, an understanding of underlying development issues, and regional experience. The team should be made up of specialists each with a postgraduate degree in the relevant discipline and the required years of experience in undertaking studies related to water resources modelling. The key areas of expertise required include water resources planning, hydrology, hydro informatics, hydropower engineering, GIS and Remote Sensing and Socio-Economist. The qualifications of the key experts are as follows:

1. **Team Leader (Water resources planner):** The Team Leader shall be a senior water resources planner with a post graduate degree in water resources planning or water resources management with 10 years of experience in water resources planning. She/He should have conducted at least five similar assignments preferably in data scarce areas.
2. **Hydrologist:** The Hydrologist should have a post graduate degree in Hydrology or water resources engineering with at least five years of general experience and having conducted at least three similar assignments preferably in data scarce areas.
3. **Water resources modeler:** The water resources modeler should have a post graduate degree in water resources modelling or hydro informatics with five years of general experience and having conducted at least three similar assignments preferably in data scarce areas.
4. **GIS and Remote Sensing Expert:** The Expert should have a postgraduate degree in GIS and remote sensing, Geography, Land Survey or Geo-information science with five years of general experience and having conducted at least three similar assignments.
5. **Agronomist:** The Agronomist shall be a senior land husbandry expert with strong background in agriculture, watershed management, soil erosion control with a post graduate degree in agriculture engineering with 10 years of relevant experience in watershed management and soil erosion control.
6. **Land Use Management & Planner (LUMP):** LUMP should have a minimum of MSc degree in Natural Resource Management, Land Resource Management, Land Use Planning and similar fields with practical experience in catchment planning.
7. **Socio-economic/livelihoods expert:** A senior socio economic expert (Minimum of a Master's degree in rural development, environment, community development, natural resource management, sustainable rural livelihoods, sociology or related fields) with a strong background and demonstrable expertise in Natural Resources Management, Environmental or Agricultural Economics. The expert should have a minimum of 5 years of experience leading socio-economic assessments, community development, needs assessments, including sustainable livelihoods related to natural resource management and conservation. Key skills include stakeholder mapping and partnerships; SWOT analysis and multi-criteria analysis; cost benefit analysis; environmental and social safeguard; gender analysis as well as an economic and policy modeler/strategist). The expert or team members should demonstrate relevant experience in socio-economic/ livelihoods assessments, economics and financial analysis for restoration interventions with sustainable natural resource management, community participatory processes and livelihood improvement considering social inclusion.

8. **Environmental Economist:** An expert able to conduct economic analysis related to ecosystem services, protection and use of the natural environment evaluate and quantify benefits, costs, incentives, and impacts of alternative options using economic principles and statistical techniques.

Important Notes:

- i. Excellent writing and speaking skills in English is required while knowledge of French and Kinyarwanda is desirable, among consortium members.
- ii. For consultants based outside Rwanda, it is important to note that the consultant will be required to spend a significant amount of time in Rwanda to work with the client(s) to, among other activities, jointly develop the simulation models required for this assignment.

PART 3 – THE EVALUATION MODEL

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). Submitted Proposals will be evaluated against the following criteria:

	Criteria	Maximum Score
1	Technical Proposal	
	Demonstrated understanding of the assignment with clear methodologies of all relevant aspects of the Terms of Reference	30
	Workplan- schedule of activities	10
	Demonstrated evidence of having previously conducted similar/related assignments	15
	Personnel: Is the proposed team composed of thematic experts with pertinent qualifications and demonstrated experience in the required fields	15
2	Financial Proposal:	
	Clarity, character of the cost structure (personnel, material, travel and other costs) and outlined allocation to various actions clearly.	30
	TOTAL	100

PART 4 – INFORMATION TO BE PROVIDED BY PROPOSERS

By participating in this RfP, Proposers are indicating their acceptance to be bound by the conditions set out in this RfP.

This Part details all the information Proposers are required to provide to IUCN. Submitted information will be used in the evaluation of Proposals. Proposers are discouraged from sending additional information, such as sales brochures, that are not specifically requested.

Each of the following must be submitted as a separate document, and will be evaluated separately.

4.1. Declaration

Please read and sign the [Declaration](#) and include this in your proposal.

4.2. Technical information/Service Proposal

Prospective Consultants should submit the following:

1. **Technical Proposal** that indicate understanding of the assignment, evidence of having undertaken similar assignments, clear methodologies for each component outlined in the ToR, proposed workplan and details of proposed team members.
2. **Financial Proposal**- The financial proposal shall specify a total lump sum amount in **US dollar** including consultancy fees and all associated costs i.e. airfares, travel cost, meal, accommodation, tax, etc. Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

4.3. Pricing information

Prices include all costs

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Requirement. Any charge not stated in the Proposal as being additional, will not be allowed as a charge against any transaction under any resultant Contract.

Applicable Goods and Services Taxes

Proposal rates and prices shall be exclusive of Value Added Tax.

Currency of proposed rates and prices

All rates and prices submitted by Proposers shall be in **US dollar**.

4.4. Non-price commercial information

https://portals.iucn.org/union/sites/union/files/doc/template_3_-_pqq_evaluation_model_and_scorecard_0.xlsx

PART 5 – PROPOSED CONTRACT

Below is the proposed Contract for [**Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service Valuation for Akanyaru and Kivu Catchments in Rwanda**]. IUCN reserves the right to amend the proposed Contract prior to signature but, in submitting a Proposal, Proposers acknowledge that this is a standard IUCN contract template and will only be amended at IUCN's discretion.

CONSULTANCY AGREEMENT (the “Agreement”)

Between

IUCN, International Union for Conservation of Nature and Natural Resources, an association established under the laws of Switzerland with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland operating in Rwanda through its Rwanda Country Office with its offices at Plot 1003, Ubumwe cell, African Union Boulevards, Nyarugenge, Kiyovu, P.O. Box 6935, Kigali, Rwanda (hereafter “IUCN”).

And

XXX (hereafter “Consultant”)

IUCN and the Consultant shall be referred to herein individually as a “Party” and together as the “Parties”.

PREAMBLE

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that, any use of natural resources is equitable and ecologically sustainable;

Whereas IUCN has received a donation from The Kingdom of the Netherlands through the Embassy of the Kingdom of Netherlands (EKN) (hereafter the “Donor”) to implement the Embedding Integrated Water Resource Management in Rwanda (EWMR) Project and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in a **Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service Valuation for Akanyaru and Kivu Catchments in Rwanda**.

Whereas the Consultant has represented to IUCN, that it has the required expertise and experience;

Now therefore the Parties agree as follows:

1. SERVICES

1.1 The Consultant will conduct a **Comprehensive Bio-Physical and Hydrological Analysis, Socio Economic and Livelihoods Assessment and Ecosystem Service Valuation for Akanyaru and Kivu**

Catchments in Rwanda, perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the “Services”).

1.2 The Consultant will assign **XX, Team Leader (the “Key Personnel”)** to the performance of the Services on behalf of Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement.

1.4 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Consultant may, under its own responsibility, use the services of others provided such services are of an auxiliary or clerical nature.

2. TERM

This Agreement comes into effect **upon its signature by both Parties** (the “Effective Date”) and will expire on **XXX (the “Expiration Date”)**.

3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

4. OBLIGATIONS

1.1 The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests, which may be made by the IUCN Contact Person.

1.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

1.3 In the case of illness or accident or a case of *Force Majeure* as described under clause 14.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN, in writing, of impediment.

5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of **USD XXX** (“the Remuneration”) which is the amount presented by the contractor in his financial proposal inclusive of 15% withholding tax which IUCN shall withhold in amount of USD XXX paid in instalment as follows:

5.1.1 A first instalment of **USD XX** corresponding to **30%** of the Remuneration less 15% withholding tax in amount of **USD XX** upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of **USD XX** corresponding to **20%** of the Remuneration less 15% withholding tax in amount of **USD XX**. **The second instalment is payable upon Consultant submission, presentation and approval of the Inception report as outlined in the Terms of Reference (Annex 1); and**

5.1.3 A third instalment of **USD XX** corresponding to **20%** of the Remuneration less 15% withholding tax in amount of **USD XX**. **The third instalment is payable upon Consultant submission and approval of the Interim Report as outlined in the Terms of Reference; and**

5.1.4 A fourth and last instalment of **USD XX** corresponding to remaining **30%** of the Remuneration less 15% withholding tax in amount of **USD XX**. **The last instalment is payable upon satisfactory and timely completion of the works, submission, presentation and approval of the Final Reports as outlined in the Terms of Reference.**

5.2 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.3 IUCN shall make payments to the Consultant’s bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]

Account type and currency: [xxx]

Bank name: [xxx]

Bank address: [xxx]

Account No.: [xxx]

SWIFT Code or other bank routing code: [xxx]

IBAN No: [xxx]

5.4 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

6. TRAVEL EXPENSES

Not applicable for this Contract.

7. CONSULTANT’S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide to a certificate of insurance evidencing such coverage.

7.3 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to him/her by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant shall:

8.2.1 not disclose to third parties without express prior written consent of IUCN the results of work performed as part of the provision of the Services;

8.2.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services.

8.3 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. At the request of IUCN, the Consultant will take all steps necessary to prevent further disclosure.

9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services and Consultant may not make or retain copies.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

IUCN Contact Person	Consultant Contact Person
Charles KARANGWA Country Director, IUCN Rwanda Country Office P.O Box 6935, Kigali Rwanda +250 788 315 039 Charles.karangwa@iucn.org	[name] [title] [address] [phone] [email]

10.2 All Intellectual Property rights conceived or made by the Consultant in the course of providing the Services will belong to IUCN and the Consultant hereby agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the provision of the Services for the full duration of such rights, wherever in the world enforceable.

10.3 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

11. LIABILITY

The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant’s actions or omissions in rendering the Services or the breach of any of the Consultant’s obligations contained in this Agreement.

12. COMMUNICATION AND NOTICES

12.1 All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

13. FRAUD, CORRUPTION AND ETHICS

13.1 The Consultant shall comply with the terms of IUCN’s Code of Conduct and Professional Ethics for the Secretariat, available at http://cmsdata.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall comply with the standards of conduct set forth in IUCN’s Anti-fraud Policy, available at http://cmsdata.iucn.org/downloads/anti_fraud_policy.pdf, which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

14. TERMINATION

14.1 Termination for cause

14.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
 - ii. defaults in carrying out any of its obligations under this Agreement;
 - iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
 - iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
 - v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world
- 14.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

14.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

14.3 Termination for force majeure

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations. This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

14.4 Effects of Termination

In the event of termination under this article, the Consultant shall within thirty (30) days of termination, and at IUCN's request:

14.4.1 To the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

14.4.2 Refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

14.4.3 Reimburse IUCN for any expenditures made in breach of the terms of this Agreement and

14.4.4 Submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Switzerland, excluding its conflict of laws principles.

15.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Lausanne, Switzerland.

16. GENERAL PROVISIONS

16.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

16.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

16.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.

16.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

16.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

16.6 All provisions that logically ought to survive termination of this Agreement shall survive.

In witness whereof, the undersigned, being duly authorized to do so, have executed this Agreement in the English language in two (2) copies. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

**IUCN, International Union for
Conservation of Nature and
Natural Resources**

[CONSULTANT]

Date: _____

Date: _____

[Name of representative]

[Position of representative]

[Name of representative]

[Position of representative]

PART 6 – DEFINITIONS

For the purposes of this Request for Proposal (RfP) the following definitions apply:

Contract	Means any contract or other legal commitment that results from this Request for Proposals.
Contractor	Means the entity that forms a Contract with IUCN for provision of the Requirement.
Instructions	Means the instructions and conditions set out in Part 1 of this Request for Proposals.
IUCN	Means IUCN, International Union for Conservation of Nature and Natural Resources.
IUCN Contact	Means the person IUCN has nominated to be used exclusively for contact regarding this Request for Proposals and the Contract.
Proposal	Means a written offer submitted in response to this Request for Proposals.
Proposer	Means an entity that submits, or is invited to submit, a Proposal in response to this Request for Proposals.
Requirement	Means the supply to be made by the Contractor to IUCN in accordance with Part 2 of the RfP.
RfP	Request for Proposals